



# AGENDA

## CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

### OF THE CITY OF COACHELLA

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

**April 24, 2024**

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

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><b>If you would like to attend the meeting via Zoom, here is the link:</b></p> <p><a href="https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09">https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</a></p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p><b>Webinar ID: 884 5727 1898</b></p> <p><b>Passcode: 606140</b></p> <p><b>Spanish:</b> El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**  
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**  
Written comments may be submitted to the City Council electronically via email to [cityclerk@coachella.org](mailto: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](http://www.coachella.org), and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

**ROLL CALL:**

**APPROVAL OF AGENDA:**

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

**PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

**ADJOURN TO CLOSED SESSION:**

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

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

**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**PROCLAMATIONS/PRESENTATIONS/DIRECTION:**

2. F-33 Library Annex Project Update
3. Pavement Management Program Update
4. Harvey Milk Proclamation

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

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

5. Regular Meeting Minutes of April 10, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
6. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of April 24, 2024, \$4,686,683.51
7. Department Quarterly Reports

8. Re-Authorize the purchase and installation of a dual language HD Swagit camera and streaming system for the City of Coachella Council Chamber for the amount of \$87,311.20
9. Award Amendment #1 with Allied Paving Co. in the Amount of \$92,735 Plus 15% Contingency for Pavement Rehabilitation in Lewis Homes, Which is a Portion of the Street Pavement Rehabilitation Phase 19 – City Project ST-118
10. Maintenance of Effort Certification Statements Fiscal Year 2024/2025, the Local Streets and Roads Revenue Projections, as Well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding
11. Adopt Resolution No. 2024-11 Adopting a List of Projects for Fiscal Year 2024-25, Funded by SB 1: Road Repair and Accountability Act
12. Authorize the City Manager to Execute a Professional Services Agreement with Corona Environmental Consulting, LLC for Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 from Groundwater and Water System Planning in an amount not to exceed \$200,000.00
13. Approve recommended adjustments to the Community Field Use Program.
14. Execution of the Twelfth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues.
15. Approve Amendment No. 2 to West Coast Arborists Increasing Compensation by \$50,000 for Installation of Trees at Bagdouma Park and Approve Allocation From Undesignated General Fund Reserves for These Services
16. Approve Amendment No. 2 to Vintage Landscape to Allow for Repair of Retention Basin at Rancho Las Flores Park, Increasing Compensation of Agreement by an Additional \$65,000 and Allocating this Amount From Undesignated General Fund Rserve
17. Approve Amendment No. 1 for \$45,000, to Vintage Landscape to Allow for Bagdouma Park Improvements Including: Rehabilitation of Irrigation Lines, Plant Replacement, and Retention Basin Repair due to Erosion; Approve Allocating \$45,000 From Undesignated General Fund Reserves
18. Authorize Award of a Professional Services Agreement With Southwest Protective Services, Inc. for Security Guard Services Project No. 081221, for \$300,000
19. Authorize the City Manager to Execute a Professional Services Agreement With Equitable Cities LLC for \$35,000 and Authorize Appropriation for Undesignated General Fund Reserves in the Amount of \$35,000
20. Authorize the City Manager to Approve a Contract for Services with Ecology Auto Parts Inc., in an Amount not to Exceed \$132,550.00 Including a 10% Contingency for the Removal of Biosolids at the Coachella Sanitary District Wastewater Reclamation Plant.
21. Authorize the Purchase of 124 Master Meters Ranging in Sizes between ¾ Inches to 10 Inches for an Amount not to Exceed \$73,431.00

22. Amendment #1 to the Professional Services Agreement with Deckard Technologies, Inc., of San Diego, California in the amount of \$5,000, and Authorize Appropriation of \$32,750 for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

23. Adopt Resolution No. 2024-12, Approving Mid-Year Budget Adjustments for Fiscal Year 2023-24
24. Proposed Chelsea Investment Corporation Sixth Street Senior Apartments Architectural Style Options
25. Recommend Re-Establishing Park User Fee Schedule
26. Approve Execution of Facility Use Agreement Between the City and Super Bailes LLC and Authorize Operation of a Beer Garden on Saturday, May 18, 2024 at Rancho Las Flores Park from 6pm-1am.
27. Adopt Resolution No. 2024-03 Authorizing the City Manager to Apply for, Accept, and Execute a Partnership Agreement Including All Grant Related Documents to the Environmental Protection Agency (EPA) for the Climate Justice Community Change Grant Program in the Amount Not-to-Exceed Twenty Million (\$20,000,000) Dollars for its “Coachella Prospera” Application
28. Adopt Resolution No. 2024-13 Approving the City of Coachella to Join the Joint Powers Authority Executive Committee and Approving the Amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGPS)
29. Adopt Resolution No. 2024-14 Modifying the City of Coachella Educational Reimbursement Program to Include Student Loans Debt Reimbursement

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

NONE

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

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

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager’s Comments.

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection at the  
City Clerk’s Office at 53-462 Enterprise Way, Coachella, California, and on the  
City’s website [www.coachella.org](http://www.coachella.org).*



THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, Harvey Milk was born on May 22, 1930; and

**WHEREAS**, Harvey Milk was a tireless advocate of fairness for all Americans, whether as a candidate or a member of the San Francisco Board of Supervisors; and

**WHEREAS**, Harvey Milk was one of the first openly gay elected officials in the United States; and

**WHEREAS**, Harvey Milk inspired inspiration to many Americans but was also a leader in the lesbian, gay bisexual, and transgender community; and

**WHEREAS**, while in the office he worked tirelessly to pass an equal rights ordinance, and to defeat Proposition 6, commonly known as Briggs Initiative, which would have mandated the firing of the teachers in the state's public schools; and

**WHEREAS**, Harvey Milk was a skilled coalition builder, reaching out to work with labor, farm workers, tenants and seniors; and

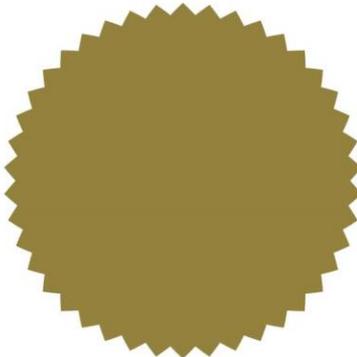
**WHEREAS**, we gather to commemorate the November 27, 1978 assassination of Harvey Milk; and

**WHEREAS**, his death inspired thousands of activists to continue his fight for social justice; and

**WHEREAS**, in the memory of Harvey Milk, the city of Coachella should continue in its efforts to create equality for all of its residents.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby proclaim the 9<sup>th</sup> day of May, 2024 to be

*Harvey Milk Day*



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

*Steven A. Hernandez*

Steven A. Hernandez, Mayor  
City of Coachella, California



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

# MINUTES

## CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

### OF THE CITY OF COACHELLA

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

**April 10, 2024**

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

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:00 p.m. by Mayor Hernandez.

**ROLL CALL:**

Present: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, City Clerk Zepeda, and Mayor Hernandez

City Treasurer Aviles via Zoom

Absent: Councilman Galarza (he arrived at 5:15 pm during Closed Session)

**APPROVAL OF AGENDA:**

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

Motion: To approve the Agenda

Made by: Councilmember Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Councilman Galarza

**PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

None

**ADJOURN TO CLOSED SESSION:**

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

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

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

**PLEDGE OF ALLEGIANCE:**

Councilman Galarza lead the Pledge of Allegiance

**CLOSED SESSION ANNOUNCEMENTS:**

No reportable action.

**PROCLAMATIONS/PRESENTATIONS/DIRECTION:**

2. Presentation - The Animal Rescue Center of California

**WRITTEN COMMUNICATIONS:**

NONE

**CONSENT CALENDAR:**

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

3. Regular Meeting Minutes of March 27, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
4. Investment Report – January 31, 2024

Motion: To approve the Consent Calendar

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

NONE

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

NONE

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

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

Paulina Callamus, appreciated Kirk's work and was unaware of the services ARC does in the City of Coachella She would like the council to help with fund for ARC and told a dog story about Noble that went to the shelter and was not saved on time.

Josie Jimenez, requesting council to assist in securing a memorial flag for her father and 2 of his brothers who served in military. Was requested to get the DD214 form. Mayor asked Josie to speak with Maritza Martinez to assist.

Laura Morales, President of the non-profit of Desert Paws Sanctuary was established June 2023, consisting of four board members. She was raised in the City of Coachella. The organization is 100% volunteer. Growing up, they bought pets and was not aware about rescue organizations. Their first adoption was in 2017 (Bailey) who was rescued from streets of Coachella and used for breeding. She requested for the council to support ARC and other animal rescue group.

Chris Jones lives in old Trilogy of La Quinta. She has been volunteering with Animal Action League, a mobile neuter/spaying. She found Two dogs in a parking lot and they adopted. They helped get two dogs get medical health. It is important to support the animal rescue groups.

Natalie Rivera and Yvanna Angelson, youngest volunteer for Desert Paws Sanctuary. She told the story of Marble and how he was found in Coachella streets with a BB pellets with fractured vertebrae. She spoke on behalf of their kids, who are the future. She has been rescuing animals since she was a kid. She requested support to rescue the animals.

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

Councilmember Delgado would like to implement something in place in support of ARC. She requested for Kirk to come up with dates for spay/neuter and catch and release events so that the council can respond and donate since his non-profit directly helps and benefits the City of Coachella. She attended the Women's Summit. She felt very uncomfortable since she was not allowed to participate and was humiliated as she sat in the back. She requested logistics and how the event planned and her exclusions from the city manager and Maritza.

Councilmember Dr. Figueroa and City staff attended the Steve Chase Humanitarian Awards event. At the UC Riverside Grant Slam, he was invited to be a judge. He also got to go to the Women's Conference. He is not a woman but he went to support the event. He concurred with Councilmember Delgado's comments regarding the Women's Summit. Having only two women in the council, Councilmember Delgado should have been part of the program and represent, support people "taking up space". Mosquito season's coming. Public can contact CV Vector Mosquito control.

Figueroa stepped away at 7:12 pm and returned at 7:17 pm.

Galarza, celebrated Dolores Huerta's 94<sup>th</sup> birthday and congratulated her. Angela Zepeda's birthday is today and wished her a happy birthday. Cesar Chavez' birthday was March 31. He attended the Eggstravaganza at Bagdouma Park. April is autism awareness month and he celebrated by wearing a blue tie. Thursday is Farmchella, providing groceries, art, and other resources. Mobius is putting on an event on April 18 at CVHS and later on at City Library. Coachella has the best Mexican food. He invited anyone visiting Coachella.

Mayor Pro Tem Virgen and others are going to Norcal for the well fellowship about water and water infrastructure this weekend. The Women's Summit was March 30 and it was presented to council earlier this year. No questions were asked after the presentation about anything (time, theme, food). There seemed to be no interest. The only question was about being a speaker. Recognition presented to speakers and her was the staff's idea. Councilmember Delgado was asked for assistance in fundraising, she never received any assistance.

Mayor Hernandez commended Councilmember Virgen for stepping up and leading the Women's summit. He welcomed Delgado to do something in the future and has said that before. This was a good example of events that are meaningful for the community. It was a meaningful event to uplift and empower the women. It was a job well done and this one is a lessons learned and they need to move forward. About the schedules of meetings, for May council meetings, three councilmembers will not be here and there will be no quorum. He thanked the animal rescue groups. It's a Coachella issue. The council wants to be able to help and implored the groups not to give up the fight. The council will fight with them. They need to work smart and work with the administrators who have a lot of capacity, information and look at it in system's perspective and get the system started. There is a new boxing champion in town - Sebastian Fundora who will be here Friday for a "Meet the Champ" event at 5:30. He was honored as a hometown hero with his sister, Gabriela. He thanked Galarza for championing "Farmchella" to bring a voice to farmers and their families. Coachella has been an international brand and has a Coachella event. The City is bringing down the arts and giving the key to the city to an artist - Carin Leon. He looks forward to attending the Mobius conference happening throughout Coachella that is about music and technology.

City Manager's comments.

City Manager Martin thanked Dr. Figueroa for allowing staff to attend the "Steve Chase Humanitarian Award" event and congratulated him on receiving an award. Kudos to Mayor Pro Tem Virgen, Martiza, Martinez and Celina Jimenez on the Women's Summit. Reminder of Study Session on Monday to talk about the leagues. He wished the City Clerk, Angela Zepeda a happy birthday.

Angela Zepeda, was not available to attend the Women's Summit due to multiple funerals. She commended Mayor Pro Tem Virgen for championing the Women's Summit. The inclusivity and solidarity among women are essential for progress and empowerment of women and crucial to celebrate, and amplify each other voice rather than feel offended.

**ADJOURNMENT:**

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

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Angela Zepeda  
City Clerk

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Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1908	2/15/2024	48066 US BANK	Sta 1/25/24	1/25/2024	ACC XXXX-XXXX-XXXX-0925,	11,189.13	11,189.13
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							11,189.13

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1 checks in this report.

Grand Total All Checks: 11,189.13

Date: February 15, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1909	3/27/2024	54859	AMAZON CAPITAL SERVICES, 11P1-GKRV-X4C	3/11/2024	USB 3.0 KVM SWITCH 2 POR	235.31	235.31
1910	3/27/2024	49989	ANDREAS LLC	87233	3/13/2024 TR5440 RECEIVED DATE STA	172.74	172.74
1911	3/27/2024	53291	ANGENIOUS ENGINEERING	19-07A-040	2/29/2024 PE2/29 AVE 50 BRIDGE	147,522.02	
				19-07B-036	2/29/2024 PE2/29 SR-86/AVE 50 INTERC	955.05	148,477.07
1912	3/27/2024	45929	BECK OIL, INC.	105355	3/15/2024 PE3/15 WATER DEPT FUEL	1,157.77	
				105353	3/15/2024 PE3/15 STREETS DEPT FUEL	875.46	
				105389	3/15/2024 PE3/15 SANITARY DEPT FUEL	691.35	
				105358	3/15/2024 PE3/15 PARKS DEPT FUEL	484.48	
				105371	3/15/2024 PE3/15 VEHICLE MAINT DEPT	384.32	
				105372	3/15/2024 PE3/15 SENIOR CNTR FUEL	197.90	
				105394	3/15/2024 PE3/15 BLDG MAINT DEPT FL	187.08	
				105420	3/15/2024 PE3/15 GRAFFITI DEPT FUEL	184.02	
				105349	3/15/2024 PE3/15 LLMD DEPT FUEL	173.55	
				105347	3/15/2024 PE3/15 ENG DEPT FUEL	68.37	
				105395	3/15/2024 PE3/15 ADMIN DEPT FUEL	40.56	
				105380	3/15/2024 PE3/15 CODE ENF DEPT FUE	538.36	4,983.22
1913	3/27/2024	50039	E&M ELECTRIC MACHINERY,	318362.1	3/5/2024 JN2024/25 CUSTOMER FIRST	4,870.00	
				319752.1	3/4/2024 JN2024/25 TOPVIEW SUPPOF	885.00	5,755.00
1914	3/27/2024	44713	FARMER BROTHERS CO.	95675252	3/18/2024 CREAMER, SWEETNER, CUP	362.95	362.95
1915	3/27/2024	00207	GRAINGER INC	9032679731	2/26/2024 CHLORINE METER	302.38	302.38
1916	3/27/2024	00996	HOME DEPOT	9170754	2/27/2024 MKE M18 FUEL 4-1/2"-6" GRD	368.81	
				2122619	3/25/2024 CLEAR SAFETY GLASSES, G	304.05	672.86
1917	3/27/2024	53379	ORGANIZACION EN CALIFORNI	438	3/25/2024 LIDERES CAMPESINAS CON\	5,000.00	5,000.00
1918	3/27/2024	55651	SEEK PERSONNEL STAFFING	001451	3/18/2024 WE 3/17: ESPINO+MATA+SAN	4,912.80	
				001423	3/11/2024 WE 3/10: F. SILVA	1,067.20	
				001452	3/18/2024 WE 3/17: F. SILVA	846.40	6,826.40

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1919	3/27/2024	51697	WESTERN WATER WORKS SI	1408451-00	2/15/2024	ANGLE BALL MTR VLV, RUBB	2,120.30
				1408430-00	2/29/2024	FULL CIRCLE REDI-CLAMPS	1,799.27
				1408491-00	2/23/2024	SOFT COPPER TUBING 100F	1,120.13
				1408451-01	2/21/2024	RUBBER DROP-IN MTR GSKT	1,042.15
				1407135-05	2/21/2024	3/4 BALL VLV & POLYMER MT	994.19
				1408552-00	3/6/2024	ADAPTER FIP X INSTA-TITE F	967.57
				1408528-01	2/29/2024	ADAPTER MIP X INSTA-TITE F	739.71
				1408528-00	2/28/2024	BRZ PLUG SOLID, ADAPTER	447.62
				1408492-00	2/28/2024	BRASS HOSE ADAPTER	69.17
				1408530-00	2/28/2024	10X1/8 12H FF CI RUBBER	28.28
				1408550-00	2/29/2024	GALV CPLG	14.36
							9,342.75
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>182,130.68</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119063	3/27/2024	42504	BLX GROUP LLC	41612-10816/09	9/8/2023	PE11/12 ARBITRAGE RBT RPI	3,200.00	3,200.00
119064	3/27/2024	50977	BRISAS AIR CONDITIONING INC	12063	9/18/2023	RPLC'D TRANSFORMER & CC	485.00	485.00
119065	3/27/2024	46356	C.V. CONSERVATION COMMIS	Feb2024	3/19/2024	FEB2024 LDMF MULTI-SPECII	6,435.00	6,435.00
119066	3/27/2024	07950	CITY OF COACHELLA	Feb 2024	2/29/2024	FEB2024 WATER- ST, PARKS,	39,075.59	
				Feb 2024-LLD's	2/29/2024	FEB2024 WATER- LLD'S	8,682.14	47,757.73
119067	3/27/2024	53220	COACHELLA ACE HARDWARE	6766/1	2/27/2024	TIMER & WATER JET NOZZLE	27.70	27.70
119068	3/27/2024	52375	CORE & MAIN LP	U388612	2/15/2024	1 BALL CORP MIPXCTSC AW	1,462.91	1,462.91
119069	3/27/2024	11800	COUNTY OF RIVERSIDE	AN0000002877	3/15/2024	FEB2024 ANL SHLTR+FIELD+	36,638.66	36,638.66
119070	3/27/2024	09650	CVAG	Feb2024	3/19/2024	FEB2024 TUMF FEES	10,960.00	
				CV24160-24	3/15/2024	PE1/31 ATP- ARTS AND MUSI	4,589.63	
				CV24156-24	3/15/2024	PE1/31 ATP- ARTS AND MUSI	20.40	15,570.03
119071	3/27/2024	54790	DALKE & SONS CONSTRUCTI	16	2/29/2024	PE2/29 FIRE STATION REHAB	82,739.89	82,739.89
119072	3/27/2024	44718	DAMARA'S FLOWERS	11271 & 11272	3/12/2024	SPRAY ARRANGEMENTS: EN	210.00	210.00
119073	3/27/2024	54602	DE FRANCISCO SHEK, ANDRI	24010	3/18/2024	STREET VENDOR BROCHUR	800.00	
				24008	3/18/2024	WATER BOTTLE DESIGN	150.00	
				24009	3/18/2024	STREET VENDOR PERMIT ST	150.00	1,100.00
119074	3/27/2024	54135	DEL VALLE INFORMADOR INC	2024-34	3/6/2024	3/4+21 AD: SUAVECITO SUNC	1,000.00	1,000.00
119075	3/27/2024	54430	DESERT FEED BAG	Dfb1124	3/15/2024	10/17+23 STRAW BALE RNTL	934.71	934.71
119076	3/27/2024	53007	DESERT PROMOTIONAL &	96924	2/22/2024	TRUCKER CAPS W/ EMBROI	6,097.61	
				97152	3/6/2024	POLOS+CARDIGANS+JACKE	1,195.16	
				96944	2/22/2024	POLOS+CARDIGAN+JACKET	235.99	
				96943	2/22/2024	POLOS+CARDIGAN+JACKET	231.64	
				97050	2/29/2024	POLOS+PULLOVER W/ EMBR	202.28	
				96812	2/15/2024	JACKET+POLOS W/ EMBROI	162.04	
				97051	2/29/2024	POLOS+LONG SLEEVE SHIR	154.43	
				95819	12/12/2023	POLOS W/ EMBROIDERY	78.30	8,357.45
119077	3/27/2024	55712	DIAZ, STEPHANIE	Refund	3/20/2024	DEPOSIT REFUND- 3/16 COM	300.00	300.00
119078	3/27/2024	53462	DURAN, JOSE ANGEL	Mbrshp Rnw	3/12/2024	REIMB FOR CWEA MEMBERS	221.00	221.00
119079	3/27/2024	54924	EL TRANVIA RESTAURANT	8	9/14/2023	9/14 SENIOR CNTR SEPT 16T	2,587.39	
				30	2/14/2024	VALENTINE'S DAY LUNCHEOI	2,478.20	
				31	3/2/2024	3/2 DAY OF THE YOUNG CHIL	1,303.37	6,368.96
119080	3/27/2024	15750	FEDEX	8-438-70571	3/15/2024	FEB2024 FEDEX SVCS	5.47	5.47
119081	3/27/2024	55714	FROSTY SNACK BAR	00000108	1/17/2024	3/2 FRUIT POPSICLES @ DAY	1,750.00	1,750.00
119082	3/27/2024	54743	GARCIA, JORGE	Scholarship	3/19/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
119083	3/27/2024	55713	GONZALEZ, GUADALUPE	Winner	3/20/2024	3/17 SUAVECITO SUNDAY RA	1,000.00	1,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119084	3/27/2024	01864	HAAKER EQUIPMENT COMPAC1AAW7	2/27/2024	MANHOLE HOOK 39", ETC	673.63	673.63
119085	3/27/2024	45108	IMPERIAL SPRINKLER SUPPL'0014366113-001	2/26/2024	CORONA OSCILLATING HOE	233.15	233.15
119086	3/27/2024	51600	IRC, INC. 2024020035	3/1/2024	FEB2024 PRE-EMPLOYMENT	174.05	174.05
119087	3/27/2024	51579	METLIFE- GROUP BENEFITS 0080675170	3/4/2024	APR2024 AD&D/LIFE #001101:	886.15	886.15
119088	3/27/2024	42240	MULTI W. SYSTEMS, INC. 32430239	1/26/2024	HOMA SUBMERSIBLE DRY-PI	9,244.27	9,244.27
119089	3/27/2024	51847	PARTY TIME RENTALS 65	3/20/2024	3/30 SLIDE RNTLS @ EGGSTI	1,387.50	1,387.50
119090	3/27/2024	42759	PROPER SOLUTIONS, INC. 15708	3/15/2024	WE 3/15: BECERRA+CARTER	3,071.20	
			15686	3/8/2024	WE 3/8: BECERRA+CARTER	2,687.30	
			15688	3/8/2024	WE 3/8: E. FAVELA	1,681.43	
			15710	3/15/2024	WE 3/15: E. FAVELA	1,649.70	
			15687	3/8/2024	WE 3/8: N. NOVOA	1,535.60	
			15709	3/15/2024	WE 3/15: N. NOVOA	1,535.60	12,160.83
119091	3/27/2024	52327	QUADIENT LEASING USA, INCQ1255952	3/19/2024	AP-JL2024, LSE #N22061758,	723.39	723.39
119092	3/27/2024	54500	RELIABLE TRANSLATIONS CC27381	3/19/2024	3/19 DOCUMENT TRANSLATI	80.00	80.00
119093	3/27/2024	54984	ROCHA, PATRICIA Scholarship	3/19/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
119094	3/27/2024	55094	SANCHEZ, LUIS Refund	3/19/2024	DEPOSIT REFUND- 3/10 LIBR	300.00	300.00
119095	3/27/2024	50827	SDC SOUND COMPANY LLC 1147	3/13/2024	3/30 SOUND+STAGE+VIDEO \	10,761.00	10,761.00
119096	3/27/2024	55262	SNOWCHELLA 012	3/24/2024	3/28 CATERING @ STREET VI	300.00	300.00
119097	3/27/2024	47319	SPARKLETTS 9467308 022424	2/24/2024	FEB2024 WATER @ SANITAR	162.25	162.25
119098	3/27/2024	52125	TAG/AMS, INC. 2833028	3/15/2024	2024 RNWL FEE+FEB2024 DF	265.00	265.00
119099	3/27/2024	55715	THE FLOWER PATCH FLORIS' 3/30 Event	3/25/2024	3/30 FLOWER ARRANGEMEN	1,617.66	
			3/22 Delivery	3/25/2024	WREATH ARRANGEMENT- M.	288.13	1,905.79
119100	3/27/2024	43751	USA BLUEBOOK INV00275868	2/13/2024	GLASS FIBER FILTER, ETC	557.38	557.38
119101	3/27/2024	44775	VISTA PAINT CORPORATION 2024-374638-00	3/13/2024	COVERALL MAINT LOW SHE	247.37	247.37
119102	3/27/2024	54433	WEX ENTERPRISE EXXONMC95895980	3/23/2024	ACC 0496-00-726338-7, 2/24-3	1,610.50	1,610.50
119103	3/27/2024	54464	WHITE CAP, L.P. 50025643984	2/28/2024	6" TOWABLE TRASH PUMP V	19,620.69	19,620.69
119104	3/27/2024	48971	XPRESS GRAPHICS & PRINTII24-60722	3/14/2024	STREET VENDOR BROCHUR	237.87	
			24-60661	3/13/2024	RLF EXPANSION PROJECT P	233.46	
			24-60683	3/13/2024	RLF EXPANSION PROJECT D	156.77	
			24-60724	3/14/2024	STREET VENDOR PERMIT ST	134.47	
			24-60662	3/13/2024	VISTA ESCONDIDA RIBBON C	110.42	
			24-60708	3/13/2024	PRESENTATION CHECK	66.43	
			24-60884	3/19/2024	VISTA ESCONDIDA RIBBON C	51.73	991.15

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Sub total for WELLS FARGO BANK: 277,973.61

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53 checks in this report.

Grand Total All Checks: 460,104.29

Date: March 27, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



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City Manager: Gabriel Martin

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Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
1920	3/29/2024	55746	LUNA DESIGN STUDIOS	229533568	3/27/2024	FLORAL ARRANGEMENTS (LI	677.50	677.50
T FOR WELLS FARGO BANK -SEPARATE CHECK:							677.50	

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1 checks in this report.

Grand Total All Checks: 677.50

Date: March 29, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119105	4/3/2024	55717	ACEVES, MIGUEL S	Ref000242033	3/27/2024	UB Refund Cst #00004455 On ,	1,259.37	1,259.37
119106	4/3/2024	55729	ACOSTA-VILLARREAL, EDGAR	Ref000242153	3/29/2024	UB Refund Cst #00037490	75.92	75.92
119107	4/3/2024	55718	AGUILAR SOZA, OLGA	Ref000242034	3/27/2024	UB Refund Cst #00034140 On ,	4,313.53	4,313.53
119108	4/3/2024	55719	BAUTISTA, PHILIP	Ref000242035	3/27/2024	UB Refund Cst #00035631 On ,	4,262.32	4,262.32
119109	4/3/2024	55728	BELTRAN, MARIA S.	Ref000242152	3/29/2024	UB Refund Cst #00003726	30.18	30.18
119110	4/3/2024	55720	BOJORQUEZ, SERGIO	Ref000242036	3/27/2024	UB Refund Cst #00037308 On ,	1,500.00	1,500.00
119111	4/3/2024	55721	BREWER, BREANNE	Ref000242037	3/27/2024	UB Refund Cst #00039783 On ,	1,300.00	1,300.00
119112	4/3/2024	55722	BROWN, JESSYCA R.	Ref000242038	3/27/2024	UB Refund Cst #00003074 On ,	219.31	219.31
119113	4/3/2024	55745	CAL DREAMSCAPE LANDSCAPE	Ref000242169	3/29/2024	UB Refund Cst #00058067	910.11	910.11
119114	4/3/2024	55723	CAMPOS, EMERALDA	Ref000242039	3/27/2024	UB Refund Cst #00043389 On ,	2,780.27	2,780.27
119115	4/3/2024	55724	CERVANTES, MARIA ELENA	Ref000242040	3/27/2024	UB Refund Cst #00003668 On ,	1,280.00	1,280.00
119116	4/3/2024	55725	CONTRERAS, JESUS	Ref000242041	3/27/2024	UB Refund Cst #00000243 On ,	1,278.79	1,278.79
119117	4/3/2024	55742	DR HORTON	Ref000242166	3/29/2024	UB Refund Cst #00057662	11.75	11.75
119118	4/3/2024	55743	DR HORTON	Ref000242167	3/29/2024	UB Refund Cst #00057921	10.49	10.49
119119	4/3/2024	55744	DR HORTON	Ref000242168	3/29/2024	UB Refund Cst #00057928	8.73	8.73
119120	4/3/2024	55738	PULTE GROUP	Ref000242162	3/29/2024	UB Refund Cst #00057261	52.14	52.14
119121	4/3/2024	55739	PULTE GROUP	Ref000242163	3/29/2024	UB Refund Cst #00057267	40.87	40.87
119122	4/3/2024	55740	PULTE GROUP	Ref000242164	3/29/2024	UB Refund Cst #00057269	53.05	53.05
119123	4/3/2024	55741	PULTE GROUP	Ref000242165	3/29/2024	UB Refund Cst #00057271	59.52	59.52
119124	4/3/2024	55730	PULTE GROUP INC	Ref000242154	3/29/2024	UB Refund Cst #00054159	25.15	25.15
119125	4/3/2024	55732	PULTE HOME	Ref000242156	3/29/2024	UB Refund Cst #00056413	92.17	92.17
119126	4/3/2024	55736	PULTE HOME CO, LLC	Ref000242160	3/29/2024	UB Refund Cst #00056897	92.60	92.60
119127	4/3/2024	55735	PULTE HOME LLC	Ref000242159	3/29/2024	UB Refund Cst #00056896	36.07	36.07
119128	4/3/2024	55733	PULTE HOMES	Ref000242157	3/29/2024	UB Refund Cst #00056420	105.15	105.15
119129	4/3/2024	55734	PULTE HOMES	Ref000242158	3/29/2024	UB Refund Cst #00056895	51.74	51.74
119130	4/3/2024	55731	SOLOMON, MATTHEW	Ref000242155	3/29/2024	UB Refund Cst #00055472	10.46	10.46
119131	4/3/2024	55737	URBAN HABITAT	Ref000242161	3/29/2024	UB Refund Cst #00057163	771.11	771.11
119132	4/3/2024	55727	URIAS, BLANCA	Ref000242151	3/29/2024	UB Refund Cst #00002345	44.09	44.09

Sub total for WELLS FARGO BANK: 20,674.89

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28 checks in this report.

Grand Total All Checks: 20,674.89

Date: April 3, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1921	4/3/2024	54859	AMAZON CAPITAL SERVICES, 1WYM-7R7J-7M	3/28/2024	BLACKMAGIC DESIGN ATEM	757.96		
			1PMF-NXNK-C1	3/24/2024	MULTI-SYSTEM GAMING HEA	123.91		
			1PLF-X19R-31G	3/19/2024	SPIGEN TEMPERED GLASS S	124.36		
			1PN9-CCYD-1H	3/24/2024	PHENYX PRO WIRELESS ANT	788.95		
			167V-3LCD-7C6	3/24/2024	OREI 8K HDMI SPLITTER	152.22		
			1K9K-NCMC-33	3/19/2024	23IN COMPUTER PRIVACY SC	144.70	2,092.10	
1922	4/3/2024	43862	BRENNTAG PACIFIC, INC	BPI413968	3/7/2024	APPLIED CREDIT INV #BPI40	2,817.78	
				BPI415237	3/13/2024	APPLIED CREDIT INV #BPI41	3,831.32	6,649.10
1923	4/3/2024	02320	CALPERS	1000000174866	3/14/2024	#6373819375, APR2024 HEAL	127,762.02	
				1000000174866	3/14/2024	#6373819375, APR2024 HEAL	14,277.88	142,039.90
1924	4/3/2024	00749	COUNTY OF RIVERSIDE	SH0000045296	3/22/2024	1/11-2/7 LAW ENFORCEMENT	760,282.69	
				SH0000045297	3/22/2024	1/11-2/7 LAW ENFORCEMENT	9,863.00	770,145.69
1925	4/3/2024	49858	CV PIPELINE CORP.	S3387	3/4/2024	STORM DRAIN MAINT @ DIST	3,420.00	
				S3390	3/6/2024	STORM DRAIN MAINT @ DIST	3,120.00	
				S3392	3/12/2024	3/7+8 HYDRO-WASH @ DILLC	5,460.00	
				S3396	3/12/2024	STORM DRAIN MAINT @ DIST	2,350.00	
				S3386	3/4/2024	2/28, 3/1 VIDEO PIPE INSPEC	1,860.00	16,210.00
1926	4/3/2024	43672	DESERT VALLEY SERVICES	630054	3/5/2024	S/O CLNR DISINFECT PINE	979.82	
				630368	3/7/2024	CONTAINER HNG LD CONSEI	443.49	1,423.31
1927	4/3/2024	00207	GRAINGER INC	9045723922	3/7/2024	DRAIN CLEANING GLOVES	24.03	24.03
1928	4/3/2024	51892	HERC RENTALS, INC.	34417343-002	3/11/2024	3/4-11 SEWER CAMERA RNTL	751.63	751.63
1929	4/3/2024	00996	HOME DEPOT	1010903	3/6/2024	20A WHT DECORA DUPLEX C	175.00	175.00
1930	4/3/2024	53552	QUENCH USA, INC.	INV07047740	3/1/2024	AC D347648, MAR2024 RNTL,	39.47	
				INV07068280	3/1/2024	AC D347651, MAR2024 RNTL,	39.47	
				INV07131374	4/1/2024	AC D347648, APR2024 RNTL,	39.47	
				INV07256928	4/1/2024	AC D347651, APR2024 RNTL,	39.47	157.88
1931	4/3/2024	55651	SEEK PERSONNEL STAFFING	001485	3/25/2024	WE 3/24: ESPARZA-ALVAREZ-	4,912.80	
				001478	3/25/2024	WE 3/24: F. SILVA	883.20	5,796.00
1932	4/3/2024	48436	UNIVAR SOLUTIONS USA INC.	51919632	3/11/2024	SODIUM HYPOCHLORITE	10,833.25	10,833.25
1933	4/3/2024	50229	URBAN HABITAT	8813	2/29/2024	PE2/29 LNDSCPE & PARK IMF	242,685.99	242,685.99
1934	4/3/2024	50629	VINTAGE ASSOCIATES, INC	232342	3/13/2024	FOUNTAIN RESTORATION @	250.00	250.00
1935	4/3/2024	51697	WESTERN WATER WORKS SI	1407457-00	3/7/2024	BRZ BUSHING DOMESTIC, ET	907.84	
				1407712-00	3/7/2024	ANGLE BALL FNPT X FLANGE	1,741.31	2,649.15
1936	4/3/2024	00384	WILLDAN FINANCIAL SERVICE	010-57822	3/29/2024	APR-JUNE2024 ADMIN SVCS,	3,268.66	3,268.66

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

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1937	4/3/2024	53596	XTREME HEATING AND AIR 2511	3/5/2024	RPLC'D BLOWER MOTOR @	2,975.00	2,975.00
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							1,208,126.69

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119133	4/3/2024	48977	ADT COMMERCIAL	154104698	3/4/2024	AP-JN2024 ALARM/EXT SVC F	346.62
				154104699	3/4/2024	APR2024 ALARM/EXT SVC PL	1,297.26
				154104700	3/4/2024	APR2024 CELL/EXT SVC PLN	34.97
				154104701	3/4/2024	MA-MY2024 CELL/ESUITE/FIR	324.00
119134	4/3/2024	51894	ALPHA MEDIA LLC	741132-1	3/24/2024	3/8-23 AD SPOT: SUAVECITO	1,500.00
119135	4/3/2024	55726	ARVIZU, YUREMA	Trvl Exp 3/5-8	3/27/2024	TRVL EXP 3/5-8, PLANNING C	465.44
119136	4/3/2024	00836	BIO-TOX LABORATORIES	45655	3/15/2024	2/13+26 LAB SERVICES	424.25
119137	4/3/2024	54517	BLACK KNIGHT TECHNOLOGI	10318559	3/15/2024	FEB2024 SITXPRO SBSCRPT	250.00
119138	4/3/2024	50977	BRISAS AIR CONDITIONING I	12145	3/13/2024	RPLC'D MOTOR BRACKET, M	3,000.00
119139	4/3/2024	44494	BURRTEC WASTE & RECYCLIBD	3/1/24	3/1/2024	AC 44-BS 405340, 85075 AVE	65.38
119140	4/3/2024	53220	COACHELLA ACE HARDWARE	6803/1	3/3/2024	GARDEN HOSE	81.55
				6828/1	3/7/2024	CONCRETE MIX	43.45
				6832/1	3/7/2024	CM SCKT	3.84
				6833/1	3/8/2024	FH PHILIP SMS, SNIPS COMP	41.08
				6837/1	3/9/2024	ACE GRIP GLOVES	82.61
				6838/1	3/11/2024	COUPLE FLEX SCKT, PIPE TA	36.49
				6840/1	3/12/2024	MISC FASTENERS	1.36
				6850/1	3/13/2024	PLIERS COMBINATION, LNG I	78.80
				6857/1	3/14/2024	ALL SEASONS HOSE	52.18
				6806/1	3/4/2024	BATTERY ALKLN 9V 4PK, ETC	56.78
				6810/1	3/4/2024	SPRINKL BUBBLR MUSHRM F	17.08
				6854/1	3/14/2024	MARK PAINT IC SB FLR GRN	35.85
				6823/1	3/6/2024	PIPE ADPTR SCH80 2", COUP	112.34
119141	4/3/2024	47600	COACHELLA YOUTH BASEBA	2024	4/2/2024	COMMUNITY BASED GRANT	1,000.00
119142	4/3/2024	54137	CONSERVE LANDCARE LLC	317103-R	3/7/2024	INSTLL'D TREES @ DIST 22	766.55
119143	4/3/2024	52375	CORE & MAIN LP	U477781	3/4/2024	INSTA-TITE IPS CPLG, ETC	521.90
119144	4/3/2024	43636	CPRS	2024-25 Mbrshp	2/24/2024	MBRSHR RNWL: ID #135908-	145.00
119145	4/3/2024	09650	CVAG	CV24182-24	3/25/2024	2ND QTR- FY23/24 (OT-DC) A	9,737.08
119146	4/3/2024	02115	CWEA	EB-3/31/24	3/4/2024	3/31 CERT RNWL CSM2: E. B	103.00
				DF-3/31/24	3/4/2024	MBRSHR RNWL: D. FELIX #35	221.00
119147	4/3/2024	55716	DAYTON FINANCIAL LLC	1325	3/19/2024	PANASONIC KV-S1057	749.99
119148	4/3/2024	49859	DEAZTLAN CONSULTING, LLC	2024-20	2/22/2024	MESQUITE PROJECT, SPHEF	15,900.00
119149	4/3/2024	12870	DEPARTMENT OF JUSTICE	723690	3/7/2024	FEB2024 BLOOD ALCOHOLA	210.00
				723751	3/7/2024	DEC2023 BLOOD ALCOHOLA	35.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119150	4/3/2024	01089	DESERT ELECTRIC SUPPLY S3177712.002	3/5/2024	INT-MAT WP7000BR 1G WP C	75.26	
			S3179329.001	3/5/2024	LED FLOOD LIGHT FIXTURE	244.69	
			S3179732.001	3/5/2024	RAB MCAP3B 3IN BLACK POS	88.27	
			S3179735.001	3/5/2024	LFT BSH-6KM STRETCH BELT	27.08	435.30
119151	4/3/2024	55650	DESERT OASIS LAKE AND POININV-000373	3/1/2024	MAR2024 FOUNTAIN MAINT S	1,050.00	1,050.00
119152	4/3/2024	53007	DESERT PROMOTIONAL & 97416	3/19/2024	POLOS W/ EMBROIDERY	71.78	
			97446	3/20/2024	FREESTANDING CRYSTAL W,	731.34	803.12
119153	4/3/2024	13700	DEWEY PEST CONTROL INC. 16513609	3/1/2024	AC103361, MAR2024, SENIOR	80.00	
			16518860	3/1/2024	AC2010194, MAR-MAY2024, A	150.00	
			16518866	3/1/2024	AC1434611, MAR2024, DIST 3	60.00	
			16518874	3/1/2024	AC1450610, MAR2024, DE OR	160.00	
			16526378	3/1/2024	AC2012540, MAR2024, 51301	1,200.00	
			16526379	3/1/2024	AC2012536, MAR2024, 48400	1,200.00	
			16536955	3/1/2024	AC1281215, MAR2024, SIERR	301.00	
			16536956	3/1/2024	AC1281218, MAR2024, 51251	900.00	4,051.00
119154	4/3/2024	14700	E. S. BABCOCK & SONS, INC. CC40463-0076D	3/8/2024	JAN-FEB2024 LAB SAMPLES I	3,531.82	
			CC40462-0076V	3/8/2024	JAN-FEB2024 LAB SAMPLES I	2,729.93	6,261.75
119155	4/3/2024	51021	FIGUEROA, FRANK Trvl Exp 3/15-16	3/18/2024	TRVL EXP 3/15-16, WELL COM	109.63	109.63
119156	4/3/2024	20150	HYDRO AG SYSTEMS 22916	3/4/2024	PVC COUPLING 1/2 SS SCH40	1.91	1.91
119157	4/3/2024	20450	IMPERIAL IRRIGATION DISTRIMdFB-MdMA	3/15/2024	MID FEBRUARY-MID MARCH	89,474.60	89,474.60
119158	4/3/2024	45108	IMPERIAL SPRINKLER SUPPL'0014329059-001	3/5/2024	RB FALCON 6504 PC ROTOR	490.16	
			0014460266-001	3/5/2024	NDS JUMBO VALVE BOX	240.02	
			0014461655-001	3/5/2024	RB PE-PLASTIC VALVE, ETC	86.37	
			0014472561-003	3/13/2024	PHANTOM WIRELESS RELAY	1,068.12	
			0014497859-001	3/7/2024	PINK MARKING FLAGS	14.14	
			0014550481-001	3/12/2024	CHAPIN SURESPRAY 1GAL	27.19	
			0014471892-001	3/5/2024	KING UTILITY PUMP W/ HOSE	153.37	2,079.37
119159	4/3/2024	48293	KOA CORPORATION JB92071-43	3/8/2024	PE2/23 AVE 50 IMPROVEMEN	3,546.00	3,546.00
119160	4/3/2024	45051	LAMAR OF PALM SPRINGS 115753091	3/18/2024	3/18-4/14 ROTARY POSTER A	845.45	
			115753092	3/18/2024	3/18-4/14 POSTER ADVERTIS	1,273.00	2,118.45
119161	4/3/2024	53830	LOPEZ, YOLANDA M. Edu Reimb	3/26/2024	FY23/24 EDUCATION REIMBU	500.00	500.00
119162	4/3/2024	55444	MARQUEZ & ASSOCIATES 0319	3/19/2024	3/19 TRAVEL TIME (INTERPRI	50.00	50.00
119163	4/3/2024	55038	MEDINA ZENDEJAS COMMUN 1706	2/5/2024	BORING OF 205' BOX, ETC @	25,000.00	
			1707	2/5/2024	RPLC'D CONCRETE CURB, E'	15,300.00	40,300.00
119164	4/3/2024	51579	METLIFE- GROUP BENEFITS 0080665395	3/1/2024	APR2024 AD&D/LIFE #001096	615.08	615.08

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119165	4/3/2024	52757	OLLIN STRATEGIES 243	3/15/2024	MAR2024 CONSULTING SVCS	5,000.00	5,000.00
119166	4/3/2024	47192	O'REILLY AUTO PARTS	2855-250359	3/5/2024 OIL FILTER, AIR FILTER & 5G/	161.62	
				2855-250407	3/5/2024 BATTERY	139.92	
				2855-250816	3/6/2024 VACUUM PUMP	228.47	
				2855-250847	3/6/2024 PWR RTD BELT	19.35	
				2855-252404	3/11/2024 BATTERY	150.85	
				2855-252431	3/11/2024 BLUEDEF 2.5	36.95	
				2855-253515	3/14/2024 STEP BARS	1,116.38	1,853.54
119167	4/3/2024	50595	PACIFIC LIGHTWAVE INC 71815	3/24/2024	APR2024 INTERNET SVCS	799.00	799.00
119168	4/3/2024	02028	PETE'S ROAD SERVICE, INC.	24-0739287-00	3/4/2024 FLAT REPAIR	43.88	
				24-0740113-00	3/6/2024 FLAT REPAIR	81.23	
				24-0740146-00	3/6/2024 FLAT REPAIR	40.61	
				24-0741799-00	3/14/2024 DISMOUNT/MOUNT NEW TIR	583.28	749.00
119169	4/3/2024	01395	PJ'S DESERT TROPHIES & GII27091	3/14/2024	HOMETOWN HERO PLAQUE\$	1,496.94	1,496.94
119170	4/3/2024	43199	PLUMBERS DEPOT INC PD-55680	3/11/2024	PLUG PIPE MULTI-SIZE DOME	1,895.91	1,895.91
119171	4/3/2024	42433	POOL & ELECTRICAL PRODU(0014541690-001	3/11/2024	JANDY PRO SERIES FILTER E	30.35	
				0014560512-001	3/12/2024 ZODIAC EPUMP 2.7HP VARIA	1,590.36	1,620.71
119172	4/3/2024	42759	PROPER SOLUTIONS, INC.	15735	3/22/2024 WE 3/22: BECERRA+CARTER	3,071.20	
				15736	3/22/2024 WE 3/22: N. NOVOA	1,535.60	
				15737	3/22/2024 WE 3/22: E. FAVELA	1,670.85	6,277.65
119173	4/3/2024	54500	RELIABLE TRANSLATIONS CC27429	3/23/2024	3/23 DOCUMENT TRANSLATI	144.00	144.00
119174	4/3/2024	52991	S & D CAR WASH MANAGEMEARB181577	1/31/2024	JAN2024 CAR WASH SERVICI	384.45	
				ARB184321	2/29/2024 FEB2024 CAR WASH SERVIC	370.47	754.92
119175	4/3/2024	55590	STANDARD INSURANCE COMM	Mar2024	3/15/2024 MAR2024 DENTAL/VISION/CO	7,656.00	7,656.00
119176	4/3/2024	55590	STANDARD INSURANCE COMM	Mar2024	3/1/2024 MAR2024 LIFE/AD&D/STD/LTC	629.80	
				Apr2024	4/1/2024 APR2024 LIFE/AD&D/STD/LTC	6,943.61	7,573.41
119177	4/3/2024	00102	SUNLINE TRANSIT AGENCY INV07637	2/29/2024	FEB2024 CNG FUEL	233.43	233.43
119178	4/3/2024	55168	TODEC LEGAL CENTER Refund	3/27/2024	DEPOSIT REFUND- 3/22 LIBR	300.00	300.00
119179	4/3/2024	50627	TOP SCALE, INC. 67256	3/13/2024	3/12 PREVENTATIVE MAINT C	820.00	820.00
119180	4/3/2024	38250	TOPS N BARRICADES 1105664	3/8/2024	WEATHER SUIT LIME	55.57	55.57
119181	4/3/2024	44978	TRI-STATE MATERIALS, INC. 110753	2/27/2024	ANTIQUE BROWN RUBBLE	245.47	245.47
119182	4/3/2024	38800	UNDERGROUND SERVICE AL23-2424565	3/1/2024	CA STATE FEE FOR REGULAT	41.41	
				220240113	3/1/2024 FEB2024- 57 NEW TICKETS+I	109.75	151.16
119183	4/3/2024	39640	VALLEY LOCK & SAFE	186321	3/19/2024 RPLC'D LEVER @ SANITARY	902.50	
				186351	3/2/2024 DUPLICATE KEYS	129.79	1,032.29

Bank : wfb WELLS FARGO BANK (Continued)

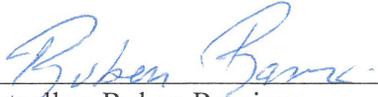
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119184	4/3/2024	55530	VENLO RV	539682	3/13/2024	7.6GAL PROPANE	30.99	30.99
119185	4/3/2024	44775	VISTA PAINT CORPORATION	2024-389214-00	3/25/2024	COVERALL EXT FLAT WHITE-	632.21	632.21
119186	4/3/2024	00896	WAUSAU TILE, INC.	693266	3/11/2024	25" SQ X 46" WASTE CONTAIN	10,804.25	10,804.25
119187	4/3/2024	42622	WCT PRODUCTS INC	W16205	3/1/2024	VLOC3-9800 5-WATT KIT (REC	5,277.19	5,277.19
119188	4/3/2024	49778	WEST COAST ARBORISTS, IN	211765	2/27/2024	2/27 TREE MAINT @ LLMD	2,046.00	
				211763	2/23/2024	2/23 TREE MAINT @ LLMD	720.00	
				211764	2/26/2024	2/26 TREE MAINT @ LLMD	1,905.00	
				211766	2/28/2024	2/28 TREE MAINT @ LLMD	2,188.00	
				211767	2/29/2024	2/29 TREE MAINT @ LLMD	1,167.00	8,026.00
119189	4/3/2024	44203	WEST COAST SAND & GRAVE	3754311	2/26/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3754315	2/26/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3754983	2/27/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3754986	2/27/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3755640	2/28/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3755644	2/28/2024	WCLS STABILIZED 3/8 MINUS	2,096.05	
				3756359	2/29/2024	WCLS STABILIZED 3/8 MINUS	301.70	12,878.00
119190	4/3/2024	48971	XPRESS GRAPHICS & PRINTI	24-61179	3/28/2024	WOMEN'S SUMMIT TABLE NL	20.55	
				24-61145	3/28/2024	ARBOR DAY INVITATION	60.82	
				24-61063	3/25/2024	WOMEN'S SUMMIT PROGRAM	153.92	
				24-61136	3/27/2024	WOMEN'S SUMMIT SPONSOR	387.02	622.31
119191	4/3/2024	42100	ZUMAR INDUSTRIES INC	8948	3/13/2024	SPECIAL- CITY OF COACHEL	871.08	871.08
<b>Sub total for WELLS FARGO BANK:</b>								<b>266,938.09</b>

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76 checks in this report.

Grand Total All Checks: 1,475,064.78

Date: April 3, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

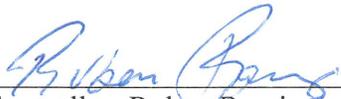
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119192	4/4/2024	55747	CITY OF COACHELLA	Ref000242180	4/3/2024	UB Refund Cst #00041531 On /	2,072.09	2,072.09
119193	4/4/2024	55748	DOMINGUEZ, DIANA	Ref000242181	4/3/2024	UB Refund Cst #00032598 On /	3,799.56	3,799.56
119194	4/4/2024	55749	GODINEZ, FRANCISCO	Ref000242182	4/3/2024	UB Refund Cst #00035393 On /	705.20	705.20
119195	4/4/2024	55750	MAEDA, BERTHA	Ref000242183	4/3/2024	UB Refund Cst #00038494 On /	755.92	755.92
119196	4/4/2024	55751	NUNEZ, JENESIA	Ref000242184	4/3/2024	UB Refund Cst #00003114 On /	2,326.40	2,326.40
119197	4/4/2024	55752	PATUBO, MAILA T.	Ref000242185	4/3/2024	UB Refund Cst #00028473 on /	482.50	482.50
119198	4/4/2024	55753	QUINTERO, CARLOS G.	Ref000242186	4/3/2024	UB Refund Cst #00030886 On /	469.32	469.32
119199	4/4/2024	55754	QUINTERO, ROSA E	Ref000242187	4/3/2024	UB Refund Cst #00002359 On /	423.17	423.17
119200	4/4/2024	55755	REBOLLAR, MAXIMINO	Ref000242188	4/3/2024	UB Refund Cst #00001451 On /	835.22	835.22
119201	4/4/2024	55756	REYES, JAVIER	Ref000242189	4/3/2024	UB Refund Cst #00000766 On /	1,492.49	1,492.49
119202	4/4/2024	55757	RODRIGUEZ, MIGUEL	Ref000242190	4/3/2024	UB Refund Cst #00001919 On /	1,167.10	1,167.10
119203	4/4/2024	55758	ROSALES, MARIA	Ref000242191	4/3/2024	UB Refund Cst #00033184 On /	2,931.54	2,931.54
119204	4/4/2024	55759	ROSAS, MAYRA	Ref000242192	4/3/2024	UB Refund Cst #00044351 On /	2,305.31	2,305.31
119205	4/4/2024	55760	SARABIA, CARMEN MARIA	Ref000242193	4/3/2024	UB Refund Cst #00000430 On /	2,002.26	2,002.26
119206	4/4/2024	55761	SORIA, MAYELA M	Ref000242194	4/3/2024	UB Refund Cst #00002959 On /	559.89	559.89
119207	4/4/2024	55762	TORRES, FRANCISCO L.	Ref000242195	4/3/2024	UB Refund Cst #00001071 On /	2,766.79	2,766.79
119208	4/4/2024	55763	VILLARREAL, ROSALINDA	Ref000242196	4/3/2024	UB Refund Cst #00002364 On /	2,182.71	2,182.71
119209	4/4/2024	55764	YANEZ, MARIA LUISA	Ref000242197	4/3/2024	UB Refund Cst #00003465 On /	3,119.34	3,119.34
<b>Sub total for WELLS FARGO BANK:</b>							<b>30,396.81</b>	

18 checks in this report.

Grand Total All Checks: 30,396.81

Date: April 4, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

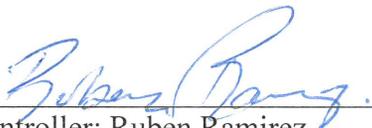
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119210	4/4/2024	55172	CASA GRANDE APARTMENTS Ref000235273	6/5/2023	UB Refund Cst #00018574	268.66	268.66
119211	4/4/2024	55173	CASA GRANDE APARTMENTS Ref000235274	6/5/2023	UB Refund Cst #00018575	348.40	348.40
119212	4/4/2024	55174	CASA GRANDE APARTMENTS Ref000235275	6/5/2023	UB Refund Cst #00018576	241.34	241.34
119213	4/4/2024	55175	CASA GRANDE APARTMENTS Ref000235276	6/5/2023	UB Refund Cst #00018577	440.86	440.86
119214	4/4/2024	55176	CASA GRANDE APARTMENTS Ref000235277	6/5/2023	UB Refund Cst #00018578	320.57	320.57
119215	4/4/2024	55177	CASA GRANDE APARTMENTS Ref000235278	6/5/2023	UB Refund Cst #00018579	957.18	957.18
119216	4/4/2024	55178	CASA GRANDE APARTMENTS Ref000235279	6/5/2023	UB Refund Cst #00018580	334.23	334.23
119217	4/4/2024	55179	CASA GRANDE APARTMENTS Ref000235280	6/5/2023	UB Refund Cst #00018581	369.75	369.75
119218	4/4/2024	55180	CASA GRANDE APARTMENTS Ref000235281	6/5/2023	UB Refund Cst #00018582	465.38	465.38
119219	4/4/2024	55181	CASA GRANDE APARTMENTS Ref000235282	6/5/2023	UB Refund Cst #00018583	506.36	506.36
119220	4/4/2024	55204	CASA GRANDE APARTMENTS Ref000235605	6/15/2023	UB Refund Cst #00018584	656.63	656.63
119221	4/4/2024	55205	CASA GRANDE APARTMENTS Ref000235606	6/15/2023	UB Refund Cst #00018585	263.82	263.82
119222	4/4/2024	55102	CASA LA PAZ APARTMENTS Ref000234249	4/18/2023	UB Refund Cst #00028618	260.46	260.46
119223	4/4/2024	55103	CASA LA PAZ APARTMENTS Ref000234250	4/18/2023	UB Refund Cst #00028619	230.40	230.40
119224	4/4/2024	55104	CASA LA PAZ APARTMENTS Ref000234251	4/18/2023	UB Refund Cst #00028620	298.98	298.98
119225	4/4/2024	55105	CASA LA PAZ APARTMENTS Ref000234252	4/18/2023	UB Refund Cst #00028621	298.71	298.71
119226	4/4/2024	55106	CASA LA PAZ APARTMENTS Ref000234253	4/18/2023	UB Refund Cst #00028622	208.54	208.54
119227	4/4/2024	55107	CASA LA PAZ APARTMENTS Ref000234254	4/18/2023	UB Refund Cst #00028623	197.62	197.62
119228	4/4/2024	55108	CASA LA PAZ APARTMENTS Ref000234255	4/18/2023	UB Refund Cst #00028624	214.01	214.01
119229	4/4/2024	55109	CASA LA PAZ APARTMENTS Ref000234256	4/18/2023	UB Refund Cst #00028625	115.93	115.93
119230	4/4/2024	55110	CASA LA PAZ APARTMENTS Ref000234257	4/18/2023	UB Refund Cst #00028626	120.67	120.67
<b>Sub total for WELLS FARGO BANK:</b>							<b>7,118.50</b>

21 checks in this report.

Grand Total All Checks: 7,118.50

Date: April 4, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
04/09/2024 11:24:25AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1938	4/10/2024	53429	ALIANZA COACHELLA VALLEY Sponsorship	4/4/2024	THE HUE MUSIC AND ARTS F	3,000.00	3,000.00
1939	4/10/2024	54859	AMAZON CAPITAL SERVICES, 1GJV-WKR7-HP	3/29/2024	TNC TO BNC COAXIAL CONN	82.64	
			1KMM-3H33-7T	4/2/2024	LICCX HEADPHONE AMPLIFI	69.08	
			1GWR-CFJ4-TG	3/31/2024	1M PROPACK UNC LC TO LC	60.34	
			1PX7-PX94-GM	3/29/2024	WIRELESS MICROPHONE RE	26.97	239.03
1940	4/10/2024	49989	ANDREAS LLC	87269	3/21/2024 BUSINESS CARDS: J. ARROY	139.17	139.17
1941	4/10/2024	43462	BEST BEST & KRIEGER, LLP	991513	3/31/2024 PE2/29, #80237, GENERAL RE	35,891.73	
				991516	3/31/2024 PE2/29, #80237.00451, COC V	20,532.34	
				991514	3/31/2024 PE2/29, #80237.00810, LABOR	19,080.00	
				991593	3/31/2024 PE2/29, #80237.00885, LAFCC	9,662.40	
				991581	3/31/2024 PE2/29, #80237.00445, DESEF	6,089.20	
				991515	3/31/2024 PE2/29, #80237.00857, RENEV	5,435.50	
				991579	3/31/2024 PE2/29, #80237.00240, 52156	3,858.60	
				991590	3/31/2024 PE2/29, #80237.00877, LA EN1	3,850.20	
				991584	3/31/2024 PE2/29, #80237.00820, ENVIR	2,218.20	
				991586	3/31/2024 PE2/29, #80237.00850, FINAN	2,162.40	
				991591	3/31/2024 PE2/29, #80237.00881, AMAZC	1,979.10	
				991582	3/31/2024 PE2/29, #80237.00802, WATEF	1,124.02	
				991577	3/31/2024 PE2/29, #80237.00232, 52156	933.00	
				991592	3/31/2024 PE2/29, #80237.00883, AIRPO	688.50	
				991588	3/31/2024 PE2/29, #80237.00868, TRAVE	649.80	
				991583	3/31/2024 PE2/29, #80237.00819, CODE	616.50	
				991587	3/31/2024 PE2/29, #80237.00851, GLEN I	572.40	
				991585	3/31/2024 PE2/29, #80237.00844, CHROI	477.00	
				991578	3/31/2024 PE2/29, #80237.00237, SPOTL	318.00	
				991589	3/31/2024 PE2/29, #80237.00874, CENTF	286.20	
				991580	3/31/2024 PE2/29, #80237.00444, CITY C	278.10	
				991576	3/31/2024 PE2/29, #80237.00211, CODE	127.20	116,830.39
1942	4/10/2024	44713	FARMER BROTHERS CO.	95675331	4/2/2024 COFFEE & CREAMER	506.48	506.48
1943	4/10/2024	54985	MUNISERVICES LLC	INV06-018420	4/5/2024 JAN-MAR2024 SVCS: UTILITY	4,662.66	4,662.66

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

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
1944	4/10/2024	54272	WILLDAN	002-30399	12/5/2023	NOV2023 BLDG AND SAFETY	27,415.00	
				002-30233	11/6/2023	OCT2023 BLDG AND SAFETY	15,647.50	
				002-30401	12/5/2023	NOV2023 EXPERT WITNESS :	2,600.00	
				002-30234	11/6/2023	OCT2023 INSPECTION SVCS	1,155.00	
				002-30400	12/5/2023	NOV2023 INSPECTION SVCS	945.00	47,762.50
						<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>		173,140.23

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119231	4/10/2024	55767	ANDRADE RODRIGUEZ, RAYM	4/8/2024	TURF REMOVAL REBATE PR	2,070.00	2,070.00
119232	4/10/2024	55768	CARRANZA, CLAUDIA L.	4/8/2024	TURF REMOVAL REBATE PR	2,640.00	2,640.00
119233	4/10/2024	55769	COLOSSAL STRUCTURAL ST	4/4/2024	INSTLL'D STEEL GATE @ CA	14,500.00	14,500.00
119234	4/10/2024	44959	COMPUTER CONSULTANTS, I	3/28/2024	THREE HOST SERVERS	32,458.61	
			38021	3/28/2024	INSTLL'D CAMERA SERVER A	30,344.60	
			38023	3/29/2024	DRIVE REPLACEMENT	564.41	63,367.62
119235	4/10/2024	49859	DEAZTLAN CONSULTING, LLC	4/1/2024	WOMEN'S SUMMIT 2024 SVC	2,000.00	2,000.00
119236	4/10/2024	12870	DEPARTMENT OF JUSTICE	3/4/2024	FEB2024 FINGERPRINTS	49.00	49.00
119237	4/10/2024	47952	DESERT LIVE SCAN	3/28/2024	MAR2024 EMPLOYEE FINGE	25.00	25.00
119238	4/10/2024	54644	DIGITAL PALM SPRINGS	3/31/2024	3/8-23 YOUTUBE ADS: SUAVE	3,000.00	3,000.00
119239	4/10/2024	42442	DIRECTV	3/26/2024	3/25-4/24 BUSINESS ENT PAC	200.52	200.52
119240	4/10/2024	55660	GANNETT CALIFORNIA LOCAI	2/29/2024	MAR2024 PUBLISHED ADS	4,860.66	4,860.66
119241	4/10/2024	53222	IMPACT RIVERSIDE COUNTY	3/22/2024	RIV. COUNTY INNOVATION M	1,000.00	1,000.00
119242	4/10/2024	20450	IMPERIAL IRRIGATION DISTRI	4/1/2024	AC50408460, 2/29-3/27, WELL	8,996.98	
			50371785-MA24	4/1/2024	AC50371785, 2/29-3/27, LIFT S	1,135.42	
			50459796-MA24	4/1/2024	AC50459796, 2/29-3/27	79.50	
			50434217-MA24	4/1/2024	AC50434217, 2/29-3/27	60.63	
			50459819-MA24	4/1/2024	AC50459819, 2/29-3/27	56.36	
			50459795-MA24	4/1/2024	AC50459795, 2/29-3/27	53.44	
			50035755-MA24	4/1/2024	AC50035755, 2/29-3/27, PUMP	48.29	10,430.62
119243	4/10/2024	53151	KLOB-FM	3/31/2024	3/21-28 AD SPOT: SIDEWALK	1,000.00	
				3/31/2024	3/8-23 AD SPOT: SUAVECITO	2,000.10	
				3/31/2024	2/26-3/22 AD SPOT: DAY OF T	810.00	
				3/31/2024	3/14 AD SPOT: SIDEWALK VE	250.00	
				2/25/2024	2/23 AD SPOT: DAY OF THE Y	170.00	4,230.10
119244	4/10/2024	44047	KONICA MINOLTA BUSINESS	3/18/2024	BIZHUB C454E, 1515 6TH ST,	345.62	345.62
119245	4/10/2024	53152	KPST-FM	3/31/2024	3/14 AD SPOT: SIDEWALK VE	230.00	230.00
119246	4/10/2024	44767	KUNA FM	3/31/2024	3/8-22 AD SPOT: SUAVECITO	1,968.00	
				3/31/2024	3/21-28 AD SPOT: SIDEWALK	940.00	2,908.00
119247	4/10/2024	55444	MARQUEZ & ASSOCIATES	3/28/2024	3/28 SIMULTANEOUS INTERP	250.00	250.00
119248	4/10/2024	53105	NATIONAL MAIN STREET CENM	4/3/2024	2024 MEMBERSHIP- CELINA	375.00	375.00
119249	4/10/2024	52650	PALMS TO PINES PRINTING A	3/30/2024	16" TWO-TONED INFLATABLE	698.02	698.02
119250	4/10/2024	42759	PROPER SOLUTIONS, INC.	3/29/2024	WE 3/29: BECERRA+CARTER	3,071.20	
				3/29/2024	WE 3/29: E. FAVELA	1,628.55	
				3/29/2024	WE 3/29: N. NOVOA	1,535.60	6,235.35

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119251	4/10/2024	55766	PRO-WEST & ASSOCIATES, IN008112	12/29/2023	DEC2023/24 GIS TECHNICAL	5,900.00	5,900.00
119252	4/10/2024	55765	RAP FOUNDATION Sponsorship	4/4/2024	MOBIUS CONF SPNSRSHP (C	5,000.00	5,000.00
119253	4/10/2024	54500	RELIABLE TRANSLATIONS CC27450	3/27/2024	3/27 CC MTG SVCS	798.00	798.00
119254	4/10/2024	52995	RM BROADCASTING, LLC CC-1240330462	3/31/2024	3/8-23 AD SPOT: SUAVECITO	1,500.00	1,500.00
119255	4/10/2024	39640	VALLEY LOCK & SAFE B304909	3/29/2024	CK-USB	835.20	835.20
119256	4/10/2024	39645	VALLEY OFFICE EQUIPMENT, IN2403-1244	3/22/2024	ACC #CO03, 2/23-3/22, 53462	346.63	346.63
<b>Sub total for WELLS FARGO BANK:</b>							<b>133,795.34</b>

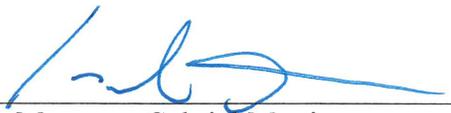
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33 checks in this report.

Grand Total All Checks: 306,935.57

Date: April 10, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

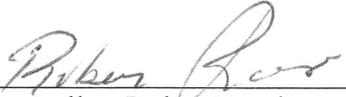
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1945	2/9/2024	53085	COUNTY OF RIVERSIDE	INV-00268030	2/6/2024 AVE 50/JACKSON ST- MESQL	2,500.00	2,500.00
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							2,500.00

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1 checks in this report.

Grand Total All Checks: 2,500.00

Date: February 9, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
04/15/2024 10:21:22AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

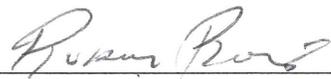
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1946	3/26/2024	53858	USDA RURAL DEVELOPMENT 03262024	3/26/2024	MAR2024- 2005-B USDA WAS	75,959.85	75,959.85
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							75,959.85

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1 checks in this report.

Grand Total All Checks: 75,959.85

Date: March 26, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
04/15/2024 10:43:00AM

Check List  
City of Coachella

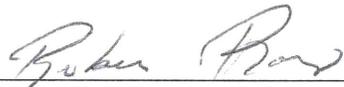
Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1947	4/1/2024	53858	USDA RURAL DEVELOPMENT 04012024	4/1/2024	APR2024- USDA AVE 54 WAS	27,200.85	27,200.85
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							27,200.85

1 checks in this report.

Grand Total All Checks: 27,200.85

Date: April 1, 2024



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Controller: Ruben Ramirez



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City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1948	4/17/2024	54859	AMAZON CAPITAL SERVICES, 1MQY-19NM-VT	4/9/2024	GOOSENECK DESKTOP MIC	82.60	
			1N6L-MR7Q-KC	4/7/2024	SELF-INKING TEXT STAMP	82.54	
			1C4R-7RVD-VC	3/31/2024	PENTEL BL77-CO ENERGEL F	43.48	
			1NVN-JN1H-L49	4/7/2024	8-IN-1 OFFICE STAMP	20.64	229.26
1949	4/17/2024	45929	BECK OIL, INC.	3/31/2024	PE3/31 GRAFFITI DEPT FUEL	186.54	186.54
1950	4/17/2024	46730	CALPERS	4/4/2024	2024 REPLACEMENT BENEFIT	379.26	379.26
1951	4/17/2024	00749	COUNTY OF RIVERSIDE	4/9/2024	2/8-3/6 LAW ENFORCEMENT	759,445.74	
			SH0000045421	4/9/2024	2/8-3/6 LAW ENFORCEMENT	12,130.04	771,575.78
			SH0000045422	4/9/2024	2/8-3/6 LAW ENFORCEMENT	12,130.04	771,575.78
1952	4/17/2024	49100	GOLDMAN, RONALD A.	3/31/2024	DC2023-MA2024 SVCS: KPC,	3,480.00	3,480.00
1953	4/17/2024	00996	HOME DEPOT	3/25/2024	60LB QUIKRETE CONCRETE	258.61	
			8512323	3/29/2024	MAGNUM 2" LAMINATED PAD	47.26	305.87
1954	4/17/2024	51539	MICHAEL BAKER INTERNATIC	3/30/2024	PE3/3 PAVEMENT MANAGEMI	23,840.20	23,840.20
1955	4/17/2024	55651	SEEK PERSONNEL STAFFING	4/1/2024	WE 3/31: ESPARZA-ALVAREZ-	7,580.80	
			001501	4/8/2024	WE 4/7: ESPARZA-ALVAREZ+	6,228.40	
			001492	4/1/2024	WE 3/31: F. SILVA	883.20	
			001502	4/8/2024	WE 4/7: F. SILVA	809.60	
			001486	3/25/2024	WE 3/24: S. ESPARZA-ALVARI	294.40	15,796.40
1956	4/17/2024	55711	TESLA, INC.	4/9/2024	MODEL Y TESLAS (18)	1,060,010.34	1,060,010.34
1957	4/17/2024	52784	THE PUN GROUP LLP	3/31/2024	FY22/23 AUDIT SVCS	8,000.00	8,000.00
1958	4/17/2024	48436	UNIVAR SOLUTIONS USA INC.	3/21/2024	SODIUM HYPOCHLORITE	808.27	
			51948180	3/21/2024	SODIUM HYPOCHLORITE	770.23	1,578.50
			51948181	3/21/2024	SODIUM HYPOCHLORITE	770.23	1,578.50
1959	4/17/2024	51697	WESTERN WATER WORKS SI	3/12/2024	SOFT COPPER TUBING 100F	1,120.13	
			1408620-00	3/12/2024	SOFT COPPER TUBING 100F	1,120.13	
			1408712-00	3/22/2024	RING NA GSKT	1.52	1,121.65
1960	4/17/2024	54272	WILLDAN	4/3/2024	MAR2024 BLDG AND SAFETY	16,330.00	16,330.00
			002-31527	4/3/2024	MAR2024 BLDG AND SAFETY	16,330.00	16,330.00
<b>FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>1,902,833.80</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119257	4/17/2024	46835	AIR AND HOSE SOURCE, INC. 550729	3/27/2024	BLUE DISCHARGE HOSE, HE	875.11	875.11
119258	4/17/2024	55142	AKEL ENGINEERING GROUP, 231032-02	12/20/2023	PE11/30 TRACT 38557 (SEVIL	4,996.50	
			241098-02	2/23/2024	PE2/2 29 PALMS RVW	3,677.00	8,673.50
119259	4/17/2024	43570	ASCAP BD 4/9/24	4/9/2024	BAL DUE (ACC #500584888)	7.42	7.42
119260	4/17/2024	53109	BIO SOCAL TA3424	3/16/2024	3/4 BIOHAZARD CLEANUP @	1,171.00	1,171.00
119261	4/17/2024	02048	CDW GOVERNMENT, INC. QQ80992	4/10/2024	APPLE 10.9 IPAD	500.84	500.84
119262	4/17/2024	55591	CICCS TRUST 2024-4	4/7/2024	APR2024 CICCS TRUST EAP	171.90	171.90
119263	4/17/2024	53220	COACHELLA ACE HARDWARE6934/1	3/27/2024	WD-40	14.11	14.11
119264	4/17/2024	54137	CONSERVE LANDCARE LLC 319265	3/21/2024	TROPICAL STORM DAMAGE (	9,878.40	
			319267	3/21/2024	TROPICAL STORM DAMAGE I	1,454.71	11,333.11
119265	4/17/2024	52375	CORE & MAIN LP U530814	3/15/2024	WFG-600 WIRE PULLING SOC	264.43	264.43
119266	4/17/2024	09950	CVWD Mar 2024	4/1/2024	CN 332543, MAR2024 WELL R	39,712.36	39,712.36
119267	4/17/2024	54602	DE FRANCISCO SHEK, ANDRI24011	4/11/2024	BIZ CONFERENCE AD DESIG	150.00	150.00
119268	4/17/2024	44036	DE LAGE LANDEN PUBLIC 82397863	4/11/2024	ACC #1338330, COLOR COPIE	216.41	216.41
119269	4/17/2024	02125	DEMO UNLIMITED, INC. 1789	4/8/2024	DEMOLITION OF 50020 KENV	168,216.35	168,216.35
119270	4/17/2024	12870	DEPARTMENT OF JUSTICE 730452	4/4/2024	MAR2024 BLOOD ALCOHOL A	245.00	245.00
119271	4/17/2024	53007	DESERT PROMOTIONAL & 97716	4/3/2024	ARBOR DAY T-SHIRTS W/ SC	634.60	634.60
119272	4/17/2024	52568	EGAN CIVIL, INC. 22318	4/5/2024	PE4/5 AVE 53 TOT LOT	2,650.00	2,650.00
119273	4/17/2024	55660	GANNETT CALIFORNIA LOCAL0006341765	3/31/2024	MAR2024 PUBLISHED AD	383.40	383.40
119274	4/17/2024	51494	GARDA CL WEST, INC. 10776074	4/1/2024	APR2024 CASHLINK MAINTEN	1,558.94	
			10776057	4/1/2024	APR2024 ARMORED TRANSP	1,254.78	2,813.72
119275	4/17/2024	54740	HEPTAGON SEVEN CONSULT20240404	4/4/2024	PE4/4 ENG SVCS @ BGDMA F	5,055.00	5,055.00
119276	4/17/2024	55303	IDS GROUP, INC. 23X047.00-6	3/29/2024	PE3/29 LIBRARY ANNEX SVC:	43,588.25	43,588.25
119277	4/17/2024	20450	IMPERIAL IRRIGATION DISTRI50035560-MA24	4/1/2024	AC50035560, 2/29-3/28, ST LIC	31,673.14	
			50705542-MA24	4/8/2024	AC50705542, 3/6-4/2, PERMIT	1,187.45	
			50509172-MA24	4/8/2024	AC50509172, 3/6-4/2, CORP Y,	607.84	
			50705544-MA24	4/8/2024	AC50705544, 3/6-4/2, PERMIT	235.13	
			50217597-MA24	4/8/2024	AC50217597, 3/6-4/2	54.41	
			50487676-MA24	4/8/2024	AC50487676, 3/6-4/2, LIFT ST/	16.14	
			50035836-MA24	4/8/2024	AC50035836, 3/6-4/2, WELL #1	12.34	33,786.45
119278	4/17/2024	45757	IMPERIAL IRRIGATION DISTRICTSP 92946720	4/3/2024	CAT 2-B1 100A 120/240V 1PH	9,110.00	9,110.00
119279	4/17/2024	45757	IMPERIAL IRRIGATION DISTRICTSP 92946094	3/27/2024	CAT 0-G1 UG RUN SVC/SET M	2,455.00	2,455.00
119280	4/17/2024	45757	IMPERIAL IRRIGATION DISTRICTSP 92946093	3/27/2024	CAT 0-G1 UG RUN SVC/SET M	2,455.00	2,455.00
119281	4/17/2024	53801	INFOSEND, INC. 259501	3/29/2024	MAR2024 UTILITY BILLING SV	5,015.27	5,015.27
119282	4/17/2024	51600	IRC, INC. 2024030025	4/1/2024	MAR2024 PRE-EMPLOYMENT	214.00	214.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119283	4/17/2024	42709	LANDMARK CONSULTANTS, IILP0324-54	3/21/2024	2/29-3/13 AC CORING @ AVE	1,300.00	1,300.00
119284	4/17/2024	47431	MASTER METER INC. 270079	3/17/2024	MY2024/25 HARMONY MOBIL	2,365.00	2,365.00
119285	4/17/2024	51579	METLIFE- GROUP BENEFITS 0081028163	4/1/2024	APR-MAY2024 AD&D/LIFE #0C	439.15	439.15
119286	4/17/2024	52650	PALMS TO PINES PRINTING A0307COCFL-FA	4/11/2024	ZOOMABLE MINI LED FLASHI	1,220.69	1,220.69
119287	4/17/2024	52596	PLANIT PRINT WORKS 930658	4/2/2024	BID SETS- ST PAVEMENT REI	118.87	118.87
119288	4/17/2024	52306	QUINN COMPANY WOG00019296	3/21/2024	TRBLSHT GENERATOR @ WI	1,827.65	1,827.65
119289	4/17/2024	54500	RELIABLE TRANSLATIONS CC27520	4/5/2024	4/5 DOCUMENT TRANSLATIO	93.76	93.76
119290	4/17/2024	44161	ROBERT HALF 63453591	4/10/2024	WE 4/5: R. MATIENZO	1,302.72	1,302.72
119291	4/17/2024	35430	SOUTH COAST A.Q.M.D. 4320142	3/1/2024	ID 98112, FY23/24 AQMD+STA	251.11	
			4321490	3/18/2024	ID 148143, FY23/24 AQMD+ST	251.11	502.22
119292	4/17/2024	55659	STAPLES 6000809974	3/26/2024	SPLS M9 MAILMTE 12 ST MC	247.86	
			6000504300	2/25/2024	HARDWD STD LIP CHRMAT, F	197.60	
			6000809976	3/26/2024	PURELL 2IN1, AIRWICK SCNT	146.24	
			6000809977	3/26/2024	STPLS 8.5X11 RED COPY, ET	67.69	
			6000809972	3/26/2024	INDEX MAKER 8 TAB CLEAR !	47.35	706.74
119293	4/17/2024	44978	TRI-STATE MATERIALS, INC. 110823	2/26/2024	DESERT GOLD DG BLENDED	4,733.13	4,733.13
119294	4/17/2024	38800	UNDERGROUND SERVICE AL320240114	4/1/2024	MAR2024- 82 NEW TICKETS+	153.50	
			23-2424947	4/1/2024	CA STATE FEE FOR REGULA	41.41	194.91
119295	4/17/2024	44966	VERIZON WIRELESS 9960502553	4/1/2024	AC371867190-00001, 3/2-4/1	5,657.83	5,657.83
119296	4/17/2024	44775	VISTA PAINT CORPORATION 2024-393665-00	3/27/2024	COVERALL EXT FLAT WHITE-	316.11	316.11
<b>Sub total for WELLS FARGO BANK:</b>							<b>360,491.01</b>

53 checks in this report.

Grand Total All Checks: 2,263,324.81

Date: April 17, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



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City Manager: Gabriel Martin

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Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
119297	4/17/2024	55770 SHMORHUN, MARY	Ref000242409	4/11/2024	UB Refund Cst #00001111 Ove	118.97	118.97
<b>Sub total for WELLS FARGO BANK:</b>							<b>118.97</b>

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1 checks in this report.

Grand Total All Checks: 118.97

Date: April 17, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



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City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119298	4/17/2024	55773	ANP MANAGEMENT	Ref000242439	4/15/2024	UB Refund Cst #00056636	92.27	92.27
119299	4/17/2024	55775	BRC CONSTRUCTION	Ref000242449	4/15/2024	UB Refund Cst #00057638	929.64	929.64
119300	4/17/2024	55780	CASTRO MHP, LLC	Ref000242457	4/15/2024	UB Refund Cst #00058054	75.53	75.53
119301	4/17/2024	55779	DEMO UNLIMITED	Ref000242456	4/15/2024	UB Refund Cst #00057939	774.06	774.06
119302	4/17/2024	55742	DR HORTON	Ref000242451	4/15/2024	UB Refund Cst #00057662	66.72	66.72
119303	4/17/2024	55743	DR HORTON	Ref000242453	4/15/2024	UB Refund Cst #00057921	70.87	70.87
119304	4/17/2024	55744	DR HORTON	Ref000242454	4/15/2024	UB Refund Cst #00057928	74.36	74.36
119305	4/17/2024	55776	DR HORTON	Ref000242450	4/15/2024	UB Refund Cst #00057657	64.54	64.54
119306	4/17/2024	55781	DR HORTON	Ref000242458	4/15/2024	UB Refund Cst #00058070	41.60	41.60
119307	4/17/2024	55782	DR HORTON	Ref000242459	4/15/2024	UB Refund Cst #00058071	32.89	32.89
119308	4/17/2024	55783	DR HORTON	Ref000242460	4/15/2024	UB Refund Cst #00058072	30.43	30.43
119309	4/17/2024	55784	DR HORTON	Ref000242461	4/15/2024	UB Refund Cst #00058074	42.52	42.52
119310	4/17/2024	55785	DR HORTON	Ref000242462	4/15/2024	UB Refund Cst #00058081	41.29	41.29
119311	4/17/2024	55772	FLORES, MARLENE	Ref000242436	4/15/2024	UB Refund Cst #00056040	19.17	19.17
119312	4/17/2024	55777	GOLDBERG, BRIAN	Ref000242452	4/15/2024	UB Refund Cst #00057865	471.01	471.01
119313	4/17/2024	55771	ISPEROV, VLADFIMIR	Ref000242434	4/15/2024	UB Refund Cst #00054817	84.06	84.06
119314	4/17/2024	55738	PULTE GROUP	Ref000242445	4/15/2024	UB Refund Cst #00057261	70.20	70.20
119315	4/17/2024	55739	PULTE GROUP	Ref000242446	4/15/2024	UB Refund Cst #00057267	142.14	142.14
119316	4/17/2024	55740	PULTE GROUP	Ref000242447	4/15/2024	UB Refund Cst #00057269	133.44	133.44
119317	4/17/2024	55741	PULTE GROUP	Ref000242448	4/15/2024	UB Refund Cst #00057271	140.40	140.40
119318	4/17/2024	55730	PULTE GROUP INC	Ref000242433	4/15/2024	UB Refund Cst #00054159	38.86	38.86
119319	4/17/2024	55736	PULTE HOME CO, LLC	Ref000242442	4/15/2024	UB Refund Cst #00056897	142.14	142.14
119320	4/17/2024	55735	PULTE HOME LLC	Ref000242441	4/15/2024	UB Refund Cst #00056896	145.62	145.62
119321	4/17/2024	55691	PULTE HOMES	Ref000242438	4/15/2024	UB Refund Cst #00056421	19.72	19.72
119322	4/17/2024	55733	PULTE HOMES	Ref000242437	4/15/2024	UB Refund Cst #00056420	17.97	17.97
119323	4/17/2024	55734	PULTE HOMES	Ref000242440	4/15/2024	UB Refund Cst #00056895	147.37	147.37
119324	4/17/2024	55690	PULTE HOMES CO, LLC	Ref000242435	4/15/2024	UB Refund Cst #00056013	33.60	33.60
119325	4/17/2024	55694	PULTE HOMES CO, LLC	Ref000242444	4/15/2024	UB Refund Cst #00057017	70.20	70.20
119326	4/17/2024	55774	PULTE HOMES CO, LLC	Ref000242443	4/15/2024	UB Refund Cst #00056999	89.85	89.85
119327	4/17/2024	55778	VALDEZ ALVAREZ, LUIS	Ref000242455	4/15/2024	UB Refund Cst #00057937	55.72	55.72

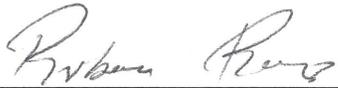
Sub total for WELLS FARGO BANK: 4,158.19

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30 checks in this report.

Grand Total All Checks: 4,158.19

Date: April 17, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



\_\_\_\_\_  
City Manager: Gabriel Martin

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Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
119328	4/17/2024	55717 ACEVES, MIGUEL S	Ref000242033	3/27/2024	UB Refund Cst #00004455 On ,	1,259.37	1,259.37
<b>Sub total for WELLS FARGO BANK:</b>							1,259.37

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1 checks in this report.

Grand Total All Checks: 1,259.37

Date: April 17, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



\_\_\_\_\_  
City Manager: Gabriel Martin



**CITY OF COACHELLA  
53-990 ENTERPRISE WAY  
COACHELLA CA 92236**

***CODE ENFORCEMENT ,  
ANIMAL CONTROL, &  
GRAFFITI***

***QUARTERLY REPORT***

***Jan. 1, 2023 to Mar. 31, 2023***

Prepared By:  
Jessica Navarro

## Code Enforcement Summary Report

### Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 01/01/2023 To 03/31/2023	From To	From To

### CE Totals

	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>189</b>	<b>103</b>	<b>86</b>

### CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	2	2	0
10.08.060 - Working on parked vehicles	1	0	1
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	26	18	8
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	9	6	3
12.42.040 - Storage of personal property on public property.	1	1	0
13.03.044 Wasting water prohibited.	2	1	1
13.03.208 - Access to water meter.	1	0	1
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	12	3	9
15.44.010 Building Numbering/Required	1	1	0
15.60.010 Building Permit Required	26	4	22
15.60.050 - Substandard buildings and housing.	2	1	1
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	1	1	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	17	16	1
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	2	0	2
17.58.010 - Home occupations	1	1	0
17.60.010 (F)(4) Accessory structures	1	1	0
17.60.010 (G) - Trailers Outside Camps	0	0	0

17.60.010 - Property development standards. (Fence)	0	0	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	1	0	1
17.60.010(3)(e) Development Standards	1	0	1
17.74.010 (D)(3) Conditional Uses	1	0	1
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	2	2	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	1	1	0
3.10.010 (D)(12) Abandon or Vacated Building/Structure	2	1	1
3.10.010 (D)(13) Offensive Odors	0	0	0
3.10.010 (D)(15) Hazardous Substances and Waste	1	1	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	1	0	1
3.10.010 (D)(23)Public Nuisances/Safety Hazard	11	7	4
3.10.010 (D)(24) Disruptive Activities	4	2	2
3.10.010 (D)(25) Land Use Entitlements.	1	0	1
3.10.010 (D)(3) Weeds	2	0	2
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	1	0	1
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	1	1	0
3.10.010 (D)(4) - Trees and Shrubs	15	12	3
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	15	5	10
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	1	0	1
3.10.010(D)(16)-Visibility Hazard.	0	0	0

3.10.010(D)(19)-Visual Blight	31	15	16
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	2	0	2
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	1	1	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	11	10	1
3.10.010(D)(7) Occupied Vehicles	7	6	1
3.16.090 - Failure to comply with notice of violation.	12	2	10
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	4	2	2
8.20.040(C)Dust Control requirements	5	3	2
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	2	0	2
8.48.030 (B)Graffiti Prohibited	3	1	2
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	1	0	1
8.60.060 - Security requirements	1	0	1
8.64.050 - Vacant Property Maintenance Requirements	0	0	0

Abandoned/Inoperable/Dismantled vehicle(s)	2	1	1
Business License Required	6	4	2
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	12	4	8
Illegal Dumping	0	0	0
Illegal, Nonconform. Building or Structure(s)	9	2	7
Manner of Parking /Parallel Parking	0	0	0
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	5	1	4
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	1	0	1
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	1	0	1
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	1	0	1
Public Nuisances / Animals	7	4	3
Public Nuisances / Attractive Nuisances	8	3	5
Public Nuisances / Fire Hazard	1	0	1
Public Nuisances / Landscaping	7	1	6
Public Nuisances / Trees and Shrubs	7	4	3
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	2	1	1
Special Event/Sales Signs	1	1	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	4	2	2

Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	4	0	4
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UFC 10.206(a)-(b) Obstruction	0	0	0
UFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
UFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
UFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0
UFC 10.208(a)-Premises Identification,	0	0	0
UFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
UFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
UFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
UFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
UFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
UFC 10.313(e)	0	0	0
UFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
UFC 10.401	0	0	0
UFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
UFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
UFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	0	0	0
UFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
UFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
UFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
UFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
UFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
UFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
UFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
UFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
UFC 74.107(a)	0	0	0
UFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0

UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	2	1	1
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	2	2	0
UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	10	2	8
<b>Totals</b>	<b>338</b>	<b>161</b>	<b>177</b>

## Commercial Center clean ups

Walmart	compliance
Smart & Final	On-going
Victory Liquor	On-going
Verde Valle Plaza	On-going
El Valle Auto	On-going
Family Dollar	On-going
Center for Employment Training	On-going
CVS Pharmacy	On-going
Auto Zone	Compliance
Plaza del Sol	On-going
AM/PM	On-going
Food 4 Less	On-going
KFC	On-going
Family Furniture	On-going

**Code Enforcement:**

**Graffiti Department Quarterly Report**

**January 1, 2023 to March 31, 2023**

Gallons used	335 gallons
Gallons purchased	285 gallons
Cover ups	1,600
Pressure Washing	13,000 sq. ft.
Community perimeter walls	3 communities





County of Riverside  
 Department of Animal Services  
 Coachella City Monthly Report for 3rd Quarter Field Services

Item 7.

Field Services Impound Statistics	Mar-23	YTD 1/1/2023 - 3/31/2023)
<b>Total Canines Impounded</b>	<b>32</b>	<b>102</b>
Owner Turn-Ins	1	9
Stray	29	86
Dead on Arrival	2	7
<b>Total Felines Impounded</b>	<b>32</b>	<b>111</b>
Owner Turn-Ins	0	15
Stray	20	62
Dead on Arrival	12	34
<b>Total Other Animals Impounded</b>	<b>0</b>	<b>8</b>
Owner Turn-Ins	0	0
Stray	0	8
Dead on Arrival	0	0

Field Services Activities	Mar-23	YTD 1/1/2023 - 3/31/2023)
Number of Requests for Service	80	252
Number of Animal Bite Calls	7	24
Number of sick/injured animal calls	8	27
Vicious Animal (imminent danger)	4	24
Cruelty/Neglect Calls	6	13
Total Citations	6	15
Total Licenses	65	185
Number of Nuisance animal Complaints	1	2



## Utilities Department Memorandum

TO: Gabriel D. Martin, City Manager

FROM: Cástulo R. Estrada, Utilities Manager

DATE: April 18, 2024

SUBJECT: Quarterly Activity Report (January 2024 to March 2024)

### Coachella Water Authority:

The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 8,900 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

<b>Coachella Water Authority Production and Distribution Highlights</b>	
<u>Description</u>	<u>Value</u>
Total -Water Production (JAN to MAR) (MG)	464.7
Chlorine Consumption (Gallons)	2515
Water Quality complaints	1
Monthly Samples Collected (Distribution System)	160
Quarterly Wells sampled	4
Valves Exercised	35
Valves Repaired/Replaced	0
Underground Service Alerts	37
Hydrants Flushed/Serviced	20
Standby Service Calls	28
Water Service Leaks	29
Main Leaks	1
Non responsive meters Cycle one	526
Non responsive meters Cycle two	493
Meter Replacements	46
Hydrant replacements	1
Delinquency Turn Off's	121
<b>Well Depths Monitored – 3/28/2024</b>	
Well No. 10 Depth (feet,) SWL	30. ft.
Well No. 11 Depth (feet,) SWL	81 ft.
Well No. 12 Depth (feet,) PWL	78.4 ft.
Well No. 16 Depth (feet,) SWL	29.9 ft.
Well No. 17 Depth (feet,) PWL	121 ft.
Well No. 18 Depth (feet,) SWL	74.5 ft.
Well No. 19 Depth (feet,) PWL	124 ft.
<b>Annual Production</b>	

2024 Total current production JAN 2024 to DEC 2024	2340.7
2024 Annual (MG)	2340.7

Item 7.

**Coachella Sanitary District:**

The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 9,000 service connections within the City and more than 400,000 lineal feet of sewer collection system (100miles) 4-inches to 54-inches, Two (2) sewage pump stations, and over 1,600 manholes.

For the **3rd Quarter of January, February, & March 2024**. A total of 273.198 MG of wastewater was received at the Wastewater Plant. With an average daily flow of 3.001 MGD. The Plant treated a total of 247.768 MG. A total of 218 samples were collected at the Plant for monitoring.

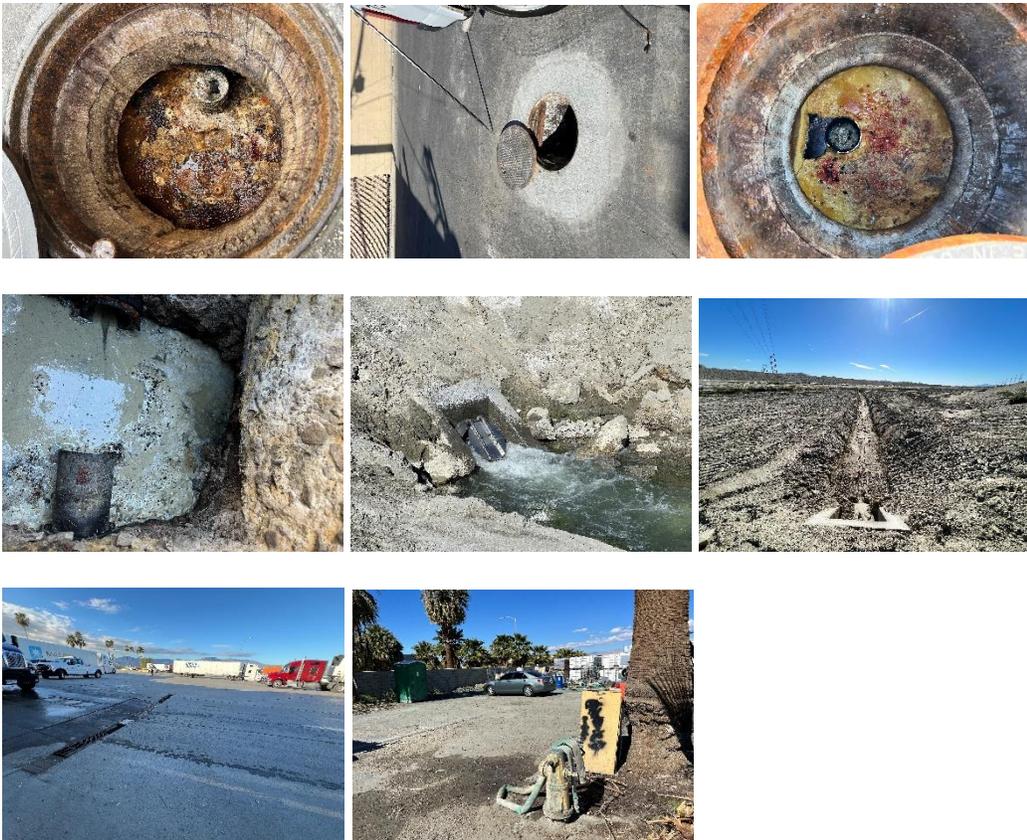
<b>Water Reclamation Facility – 87075 Avenue 54<sup>th</sup></b>	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	92.06
Influent Ave. Daily Flow (MGD)	3.001
Total Effluent per month (MG)	83.48
Effluent Ave. Daily Flow (MGD)	2.752
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	0
Hypochlorite consumption (Gallon)	8,560
Sodium Bisulfite consumption (Gallon)	4,840
Odor complaints	0
Samples collected this quarter (Plant)-	218
State Report completed/submitted	Yes

<b>Collection System &amp; Pump Stations Highlights</b>	
<u>Description</u>	<u>Value</u>
Underground Service Alert	101
Collection System Cleaning (feet)	90,642
Manhole Inspection/Cleaning	128
Collection System Spills	0
Collection System Blockages	None
Stand-By Calls	14
Collection System CCTV Inspection (feet)	3,700
Samples Collected (Field)	None
Pump Station Alarms	2
Wet Well Cleaning	1
Wet Well Inspections	46

## Environmental Division:

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water, wastewater, storm water, and air quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination System (NPDES), Industrial Wastewater Pretreatment Program (Source Control), and Fats, Oils & Grease (FOG) Program. These programs provide auditing, permitting, monitoring, and enforcement of our local City Ordinance. The following report details activities for the previous quarter:

- Attended weekly and/or monthly meetings with Desert Task Force (DTF), Coachella Valley Salt & Nutrient Management Plan (CV-SNMP), Sustainable Groundwater Management Act (SGMA), Coachella Valley Regional Water Management Group (CVRWMG), and Riverside County Flood Control (RCFC).
- Review and approve Industrial Wastewater Discharge Permits.
- Performed 91 Industrial facilities and food service establishment Inspections.
- Enforced 13 violations into compliance.
- Assist Development Services in reviewing plans pertaining to the Environmental Division.
- Ensured Hazardous waste are stored properly and scheduled for disposal.
- Monitor storm water outfalls discharging to the Coachella Valley Storm Channel (CVSC).





**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Jason Stevens, IT Manager

**SUBJECT:** Re-Authorize the purchase and installation of a dual language HD Swagit camera and streaming system for the City of Coachella Council Chamber for the amount of \$87,311.20

**STAFF RECOMMENDATION:**

Staff recommends that the City Council re-authorize the purchase of equipment and services to facilitate an upgrade and replacement of the City of Coachella Council Chamber Swagit video production system to HD and dual language streaming for the amount of \$87,311.20

**BACKGROUND:**

The current Granicus / Swagit video production system in the Council Chamber is going on 10 years old. It is a composite video system (480 resolution) and is of low quality. The pan tilt zoom (PTZ) cameras are no longer sold, end of life and are not in supply. If any of these cameras were to fail replacement would be very unlikely. In addition to this, current livestreaming of meetings to our website and once posted online for video on demand is only available in English. The city currently offers Spanish translation but only on Zoom during the meeting. Video production, indexing and hosting is being performed by Granicus / Swagit as has been being performed for over 10 years now.

**DISCUSSION/ANALYSIS:**

With this need in mind staff has worked with Granicus / Swagit to design and engineer an upgrade that will provide video in 1080P high definition resolution as well as dual language encoding and streaming. This will allow residents and others to watch meetings live in either English or Spanish but also to view meetings on our video on demand service in both English and Spanish along with the indexed agendas accordingly. Spanish translation will still be available for Zoom participants as well.

Council previously approved this item on March 27, 2024 however this is a re-submission to council due to a significant price increase. We were notified by Swagit / Granicus after this item

was submitted. Also note that the annual subscription costs also have increased to the amount of 22,216.48 with a built-in annual increase for a three-year period.

**ALTERNATIVES:**

1. Not authorize this upgrade at this time.

**FISCAL IMPACT:**

Should the City Council approve the staff recommended system the funds would be allocated from the General Fund Unreserved fund balance totaling \$87,311.00 to increase the budget in account 101-11-161-90-741-000 and 22,216.48 to increase the budget in account 101-11-161-90-612-000.

THIS IS NOT AN INVOICE

Order Form  
Prepared for  
Coachella, CA

## Granicus Proposal for Coachella, CA

### ORDER DETAILS

**Prepared By:** Emery Henschel  
**Phone:** 720-575-6139  
**Email:** emery.henschel@granicus.com  
**Order #:** Q-305342  
**Prepared On:** 12 Mar 2024  
**Expires On:** 27 Nov 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Avior™ PRO Remote Broadcast System - Five Camera Setup	Upon Delivery	1 Each	\$51,663.40
Avior™ Setup and Deployment	Upon Delivery	1 Each	\$1,144.80
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each	\$5,088.00
Advanced Caption Encoder/Decoder	Upon Delivery	2 Each	\$21,178.80
EASET™ H Streaming Appliance	Upon Delivery	1 Each	\$6,879.40
EASET™ or CaptionPrime Setup and Deployment	Upon Delivery	1 Each	\$1,356.80
<b>SUBTOTAL:</b>			<b>\$87,311.20</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
CaptionLive ESP	Annual	100 Hours	\$12,434.00
AVIOR Control Software License	Annual	1 Each	\$1,700.51
Upgrades Swagit's HD default 720p to 1080p	Annual	1 Each	\$5,119.80
Non-Indexed Video Hosting Only	Annual	1 Each	\$2,962.17
<b>SUBTOTAL:</b>			<b>\$22,216.48</b>

<b>Optional Solutions</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Associated Fee</b>
Extended Warranty Plan for Advanced Caption Encoder/Decoder	Upon Delivery	2 Each	\$3,653.36
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	\$2,119.24
Extended Warranty Plan for EASE™ H Streaming Appliance	Upon Delivery	1 Each	\$1,186.70
<b>SUBTOTAL:</b>			<b>\$6,959.30</b>

## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
CaptionLive ESP	\$13,304.38	\$14,235.69
AVIOR Control Software License	\$1,819.55	\$1,946.91
Upgrades Swagit's HD default 720p to 1080p	\$5,478.19	\$5,861.66
Non-Indexed Video Hosting Only	\$3,169.52	\$3,391.39
<b>SUBTOTAL:</b>	<b>\$23,771.64</b>	<b>\$25,435.65</b>

## PRODUCT DESCRIPTIONS

Solution	Description
CaptionLive ESP	CaptionLive ESP - Automated Transcription Service in English and Spanish with text, No cleanup, per hour
Avior™ PRO Remote Broadcast System - Five Camera Setup	Avior™ PRO Remote Broadcast System: Five HD Camera Solution
AVIOR Control Software License	Annual License Fee
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)
Upgrades Swagit's HD default 720p to 1080p	1080 Resolution: Upgrades Swagit's HD default 720p live streaming resolution and 720p archive resolution with no auto play embeds to 1080p (cost per year)
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Non-Indexed Video Hosting Only	Non-Indexed Video Hosting Only: Up to One (1) TB of Programming Annually
Extended Warranty Plan for Advanced Caption Encoder/Decoder <b>(Optional Solution)</b>	Extended Warranty Plan for Advanced Caption Encoder/Decoder
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s) <b>(Optional Solution)</b>	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)

Solution	Description
EASE™ H Streaming Appliance	Standard streaming encoder with EASE™ software and optional analog distribution: 1U Configuration - SDI, HDMI, DVI, VGA, Component, Composite, S-video Video, Osprey 827e Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio
Extended Warranty Plan for EASE™ H Streaming Appliance <b>(Optional Solution)</b>	Extended Warranty Plan for EASE™ H Streaming Appliance
EASE™ or CaptionPrime Setup and Deployment	Standard EASE™ encoder setup and remote deployment

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-305342 dated 12 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Coachella, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-305342 dated 12 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Coachella, CA	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



**STAFF REPORT**  
**4/24/2024**

Fu

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Award Amendment #1 with Allied Paving Co. in the amount of \$92,735 plus 15% contingency for pavement rehabilitation in Lewis Homes, which is a portion of the Street Pavement Rehabilitation Phase 19 – City Project ST-118.

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute amendment #1 to the contract with Allied Paving Co. in the amount of \$92,735 plus 15% contingency (\$106,645.25) for pavement rehabilitation in Lewis Homes, which is a portion of the Street Pavement Rehabilitation Phase 19 – City Project ST-118.

**BACKGROUND:**

On April 26, 2023 City Council authorized the City Manager to execute a Maintenance of Effort Certification Statement for fiscal year 2023/2024, the Local Streets and Roads Revenue Projections, as well as, the projected five-year Measure A capital improvement plans budget for Measure A funding. The Street Pavement Rehabilitation Phase 19 Project was included in the budget and allocated \$1,013,472 Measure A funds.

**DISCUSSION/ANALYSIS:**

SoCal Gas is completing a gas line replacement and adding new services within the Lewis Homes tract in two Phases. Their work requires numerous trenches and potholes to the existing roadway that is already in poor condition. They are required to restore the roadway and complete a thin overlay over only half width of the streets where they are performing work. This would leave half of the neighborhood with pavement rehabilitation and the remainder in the same condition with trench patches. The City is working in cooperation with SoCal Gas and their contractor to complete the entire width of roadway at the same time and complete the areas SoCal Gas is not responsible for.

On October 25, 2023 City Council approved a construction Contract with Allied Paving Co. for Phase 1 located on Sunshine Avenue and Sunburst Street. Phase 1 has been completed. Phase 2 will include the remainder of the neighborhood on Sundown Lane, Sundance Lane and Suncrest Street. Utilizing SoCal Gas and existing on-site contractors allows the City to complete the work in a timely manner and partner with SoCal Gas to split the costs.

**FISCAL IMPACT:**

No fiscal impact to the FY 23/24 CIP Budget. With this action, Council will be approving all necessary transfers from Measure A (117) to CIP Fund (182).

**ATTACHMENTS:**

1. Amendment #1 Allied Paving Co.
2. Allied Paving Co. Cost Proposal

STREET PAVEMENT REHABILITATION PHASE 19  
CITY PROJECT NUMBER ST-118  
AMENDMENT 1

Item 9.

**CONTRACT AMENDMENT NO. 1 TO A CONSTRUCTION CONTRACT  
AGREEMENT**

**PAVEMENT REHABILITATION PHASE 19  
CITY PROJECT NO. ST-118**

**CONTRACTOR:** Allied Paving Co.  
13912 Newhope Street  
Garden Grove, CA 92843

**CONTRACT AMENDMENT NO. 1**

**Date: 04-24-2024**

\*\*\*\*\*  
Pursuant to the terms of the original Contract Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the Contract.  
\*\*\*\*\*

DESCRIPTION OF CHANGE

Construction Contract was awarded to Allied Paving Co. on October 25, 2023 in the amount of \$122,335 plus contingency. Extra Work at Agreed Price and detailed below (See Attached Exhibits). Additional Construction Requested by City Management. City Project No. ST-118 Street Pavement Rehabilitation Phase 19.

*****	
<u>Current Contract Amount</u>	\$122,335.00
<u>Change Order #1 Amount</u>	\$11,101.00
<u>Amendment No.1 (Not To Exceed)</u>	\$106,645.25
<b><u>Revised Contract Total</u></b>	<b><u>\$240,081.25</u></b>
*****	

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

**STREET PAVEMENT REHABILITATION PHASE 19  
CITY PROJECT NUMBER ST-118  
AMENDMENT 1**

*Item 9.*

<p><b><u>CITY OF COACHELLA</u></b></p> <p><b>By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p><b>Attest:</b></p> <p>_____</p> <p>City Clerk</p> <p><b>Recommended By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p><b><u>ALLIED PAVING CO.</u></b></p> <p><b>By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>780394</p> <p>License Number</p>
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# ALLIED PAVING CO.

Item 9.

13912 Newhope St, Garden Grove, CA 92846  
(714) 632-7484 ~ Fax (714) 632-8599  
Licensed and Bonded  
LIC. # 780394 - SBE #37495  
WOSB - WBE #15030078



To: CITY OF COACHELLA  
Address: 53990 ENTERPRISE WAY  
City: COACHELLA State: CA Zip: 92236  
Attn: BRIANNA GREENWOOD

Phone: 760-398-5744 X 142  
Email: Bgreenwood@coachella.org

Job Address: SUNCREST & SUNDOWN - COACHELLA GRIND & CAP PROPOSAL

**ASPHALT GRIND & OVERLAY: ( 1 ) MOVE**

1. Traffic control Included in price.
2. Cold plane grind Approx. (41,830) Sq Ft of existing asphalt to depth of (1.5)" below grade & haul offsite.
3. Apply tack and install (1.5)" Hot mix asphalt to Approx. (41,830) Sq Ft. Roll for compaction.

**MANHOLE ADJUSTMENT / RAISING TO GRADE: ( 1 ) MOVE (COSTS SPLIT WITH AZP)**

1. Basic traffic delineation included in price (cones, work ahead signs, etc. No Full closures needed)
2. Remove Approx. (1)' perimeter of existing asphalt around manholes to a depth of 12" below grade.
3. Haul debris offsite and dispose of at a legal dumpsite. Compact soil in removed areas.
4. Adjust manhole ring & collar to street height / elevation as needed and pour new concrete collars flush with street. Concrete to be 4,000-5,000 PSI rapid set in strength and light broom finished.

**SPEED HUMP INSTALLATION: ( 1 ) MOVE (COST SPLIT WITH AZP)**

1. Apply tack and install (3) speed humps with variable (1-4)" new hot mix asphalt to Approx. (840) Sq Ft
2. Roll new asphalt for compaction.

*\$2.15 / Sq ft = TOTAL: \$89,935*

**RESTRIPING: ( 1 ) MOVE**

1. Restripe all asphalt affected areas per existing layout / city standards (Speed Humps, BUMP Stencils, etc).

*LUMP SUM TOTAL: \$2,800*

**NOTES:**

- Quotes are good for 30 days
- Scope of work not to include inspection fees, permits, compaction testing, engineering, and water source.
- If petromat fabric is encountered additional dump fees

Page 2 General Conditions regardless of signature are binding and part of this Proposal or Contract as an attachment. Drainage designs of 1% or less will or less will not be the responsibility of this firm; furthermore repairs to said designs will be considered additional work.

Terms: Net cash within ten (10) days from date of invoice. If any billing is not paid when due Allied Paving Co. has the right to stop work and keep the job idle until past due payments are paid. The General Contractor agrees to be the primary responsible party to Allied Paving Co for all payments.

Date 4/12/2024

**Allied Paving Co.**  
Subject to Office approval  
Per: BRANDON JETER

***I/we accept the within proposal. You are authorized to perform the work comprehended here under, I / we agree to pay the said amount in accordance with the terms set forth.***

Company \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

**TERMS**

1. Any deviation from these specifications and/or terms shall be by mutual agreement and shall be in writing. Payment for extra work and allowance for omissions shall be fixed in advance on demand by either party and shall be set forth in said writing. No verbal agreement or understanding shall be binding unless consideration has been exchanged.
2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on this job.
3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and a full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.
4. This proposal/contract is based on the current price of labor and materials and if not accepted and commenced within thirty (30) days from the date hereof, the proposal/contract is void.
5. This agreement is contingent upon strikes, accidents or delays beyond the control of the parties.
6. Interest will be charged on all accounts over thirty (30) calendar days past due at a rate of eighteen percent (18%) per month, until the full amount has been paid. Each payment shall be credited first on interest then due and the remainder on the principle and interest shall thereupon cease upon the principal so credited.
7. Should default be made in the payment of this contract, the entire amount shall become immediately due.
8. If any litigation is commenced between the parties to this proposal/contract concerning this proposal/contract, or the rights and duties of either in relation to it, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a sum as and for its attorney's fees and costs in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
9. Except as specifically set forth to the contrary, Allied Paving Company shall not be liable for the rough grade, sub grade, re-compaction, concrete, base material under concrete, engineering, tests, permits, inspection fees, water meter, staking, drainage in areas of less than one percent (1%) grade breakage of underground utilities, pipe wiring and manholes which are not visible to workmen.
10. Allied Paving Company will not be responsible for soil, sub grade, base or paving grade due to rain or floods or uncontrollable conditions caused by weather.
11. Material prices quoted to this firm are subject to change by the supplier at anytime and therefore it is agreed that increases beyond the specified good through date will be paid by the owner/contractor.
12. Allied Paving Co. is not responsible for damage caused by movement of valve cans or manholes raised to grade prior to installation of base or asphalt.
13. Allied Paving Co. is not responsible trench, manhole or valve patching unless specifically noted otherwise.
14. Allied Paving cannot take responsibility for work against "GREEN" concrete and/or un-backfilled curbs.

**NOTICE TO OWNER**

"Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract performance bond for the work of improvement or a modification thereof, in the office of the county recorder for the county where the property is situated, and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

Under California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.

**BY SIGNING THISPAGE I HAVE READ THE TERMS OF THIS BID/PROPOSAL. PLEASE RETURN THIS PAGE (FAX OR MAIL) ALONG WITH YOUR PROPOSAL.**

**DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_**



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Maintenance of Effort Certification Statements Fiscal Year 2024/2025, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

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**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Maintenance of Effort Certification Statement for Fiscal Year 2024/2025, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding.

**BACKGROUND:**

The requirements for receipt of Measure A Local Street and Roads funding are to submit a Five-Year Capital Improvement Projects Plan (CIP), a signature on the Maintenance of Effort Certification, and a Project Status Report for the prior fiscal year funding.

The Five-Year CIP plan is a list of proposed uses for Measure A Local Streets and Roads funding and must be based upon the revenue projections provided from Riverside County Transportation Commission. The projects include the description of the anticipated project, the funding sources of the project, and expenditures that will be anticipated from year to year.

The Measure A Ordinance requires annual certification that discretionary General Fund expenditures for transportation related construction and maintenance activities for Fiscal Year 2024/2025 will meet or exceed the Maintenance of Effort Certification Base Year requirement. This certification process is one part of the regulations to receive Measure A funding.

The Riverside County Transportation Commission must also receive a Project Status Report for the prior fiscal year. The purpose of this report is to document the progress to date on engineering, right-of-way acquisition, and the construction that Measure A is funding as well as the completion date or anticipated completion date.

**FISCAL IMPACT:**

Authorizing the City Manager to Execute the FY 2024/2025 Maintenance of Effort Certification Statement, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A will benefit the City of Coachella to receive Measure A funding.

**ATTACHMENTS:**

1. Measure A Five-Year Revenue Projections
2. FY 2023/24 Measure A Project Status Report
3. FY 2024/25 Measure A Maintenance of Effort Certification Statement
4. FY 2022/23 Audit Final Report
5. City of Coachella 5 Year Measure A Funding Capital Projects

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)**  
**FY 2024/25 ORIGINAL (1/2024)**

	<b>FY 2024/25</b>	<b>FY 2025/26</b>	<b>FY 2026/27</b>	<b>FY 2027/28</b>	<b>FY 2028/29</b>
<b>Western County</b>					
Local Streets & Roads					
BANNING	\$ 896,000	\$ 914,000	\$ 932,000	\$ 951,000	\$ 970,000
BEAUMONT	918,000	936,000	955,000	974,000	993,000
CALIMESA	325,000	332,000	339,000	346,000	353,000
CANYON LAKE	284,000	290,000	296,000	302,000	308,000
CORONA	5,889,000	6,007,000	6,127,000	6,250,000	6,375,000
EASTVALE	3,268,000	3,333,000	3,400,000	3,468,000	3,537,000
HEMET	2,778,000	2,834,000	2,891,000	2,949,000	3,008,000
JURUPA VALLEY	3,353,000	3,420,000	3,488,000	3,558,000	3,629,000
LAKE ELSINORE	2,278,000	2,324,000	2,370,000	2,417,000	2,465,000
MENIFEE	3,132,000	3,195,000	3,259,000	3,324,000	3,390,000
MORENO VALLEY	6,367,000	6,494,000	6,624,000	6,756,000	6,891,000
MURRIETA	3,611,000	3,683,000	3,757,000	3,832,000	3,909,000
NORCO	987,000	1,007,000	1,027,000	1,048,000	1,069,000
PERRIS	2,898,000	2,956,000	3,015,000	3,075,000	3,137,000
RIVERSIDE	10,747,000	10,962,000	11,181,000	11,405,000	11,633,000
SAN JACINTO	1,497,000	1,527,000	1,558,000	1,589,000	1,621,000
TEMECULA	4,293,000	4,379,000	4,467,000	4,556,000	4,647,000
WILDOMAR	1,001,000	1,021,000	1,041,000	1,062,000	1,083,000
RIVERSIDE COUNTY	9,351,000	9,538,000	9,729,000	9,924,000	10,122,000
WRCOG	1,378,000	1,406,000	1,406,000	1,434,000	1,463,000
<b>SUBTOTAL-Western County</b>	<b>65,251,000</b>	<b>66,558,000</b>	<b>67,862,000</b>	<b>69,220,000</b>	<b>70,603,000</b>
<b>Coachella Valley</b>					
CATHEDRAL CITY	1,978,000	2,018,000	2,058,000	2,099,000	2,141,000
<b>COACHELLA</b>	<b>834,000</b>	<b>851,000</b>	<b>868,000</b>	<b>885,000</b>	<b>903,000</b>
DESERT HOT SPRINGS	601,000	613,000	625,000	638,000	651,000
INDIAN WELLS	344,000	351,000	358,000	365,000	372,000
INDIO	2,728,000	2,783,000	2,839,000	2,896,000	2,954,000
LA QUINTA	1,995,000	2,035,000	2,076,000	2,118,000	2,160,000
PALM DESERT	3,508,000	3,578,000	3,650,000	3,723,000	3,797,000
PALM SPRINGS	3,253,000	3,318,000	3,384,000	3,452,000	3,521,000
RANCHO MIRAGE	1,213,000	1,237,000	1,262,000	1,287,000	1,313,000
RIVERSIDE COUNTY	2,767,000	2,822,000	2,878,000	2,936,000	2,995,000
<b>SUBTOTAL-Coachella Valley</b>	<b>19,221,000</b>	<b>19,606,000</b>	<b>19,998,000</b>	<b>20,399,000</b>	<b>20,807,000</b>
<b>Palo Verde Valley</b>					
BLYTHE	805,000	821,000	837,000	854,000	871,000
RIVERSIDE COUNTY	243,000	248,000	253,000	258,000	263,000
<b>SUBTOTAL-Palo Verde Valley</b>	<b>1,048,000</b>	<b>1,069,000</b>	<b>1,090,000</b>	<b>1,112,000</b>	<b>1,134,000</b>
<b>TOTAL <sup>1</sup></b>	<b>\$ 85,520,000</b>	<b>\$ 87,233,000</b>	<b>\$ 88,950,000</b>	<b>\$ 90,731,000</b>	<b>\$ 92,544,000</b>

<sup>1</sup> Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for planning purposes, subject to change and rounding differences.



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

Item 10.

**FY 2024/25**

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

FY 2022/23 Audited Measure A Balance:	\$1,009,425
FY 2023/24 Measure A Revenue	\$832,000
Less: FY 2023/24 Project Status Report Expenses:	\$575,000
	<hr/>
Estimated Prior Year Measure A Balance:	\$1,266,425
Estimated FY 2024/25 Measure A Allocation:	\$834,000
	<hr/>
Estimated Measure A Available for FY 2024/25 Projects:	\$2,100,425

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2025-01	ST-128 Street Resurfacing, Phase 20	Street/Road Maintenance/Improvement	\$3,800,000	\$996,600
2025-02	ST-93 Avenue 50 Widening	Street Improvement(s)	\$9,250,000	\$590,353
2025-03	ST-118 Street Pavement Rehabilitation Phase 19	Street/Road Maintenance/Improvement	\$3,800,000	\$513,472
		<b>Total:</b>	\$16,850,000	\$2,100,425



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

Item 10.

**FY 2025/26**

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

Estimated Prior Year Measure A Balance: \$0  
 Estimated FY 2025/26 Measure A Allocation: \$851,000  
 Estimated Measure A Available for FY 2025/26 Projects: \$851,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2026-01	ST-132 Street Pavement Rehabilitation Phase 21	Street/Road Maintenance/Improvement	\$4,600,000	\$851,000
<b>Total:</b>			\$4,600,000	\$851,000



MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM

Item 10.

FY 2026/27

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

Estimated Prior Year Measure A Balance: \$0  
Estimated FY 2026/27 Measure A Allocation: \$868,000  
Estimated Measure A Available for FY 2026/27 Projects: \$868,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2027-01	ST-135 Street Pavement Rehabilitation Phase 22	Street/Road Maintenance/Improvement	\$4,600,000	\$868,000
<b>Total:</b>			\$4,600,000	\$868,000



MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM

Item 10.

FY 2027/28

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

Estimated Prior Year Measure A Balance: \$0  
Estimated FY 2027/28 Measure A Allocation: \$885,000  
Estimated Measure A Available for FY 2027/28 Projects: \$885,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2028-01	ST-139 Street Resurfacing Phase 23	Street/Road Maintenance/Improvement	\$4,600,000	\$885,000
<b>Total:</b>			\$4,600,000	\$885,000



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

Item 10.

**FY 2028/29**

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

Estimated Prior Year Measure A Balance: \$0  
 Estimated FY 2028/29 Measure A Allocation: \$903,000  
 Estimated Measure A Available for FY 2028/29 Projects: \$903,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2029-01	ST-144 Street Pavement Rehabilitation Phase 24	Street/Road Maintenance/Improvement	\$4,600,000	\$903,000
<b>Total:</b>			\$4,600,000	\$903,000



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

Item 10.

**PROJECT STATUS REPORT FY 2023/24**

**Agency:** Coachella  
**Prepared by:** Brianna Greenwood  
**Phone #:** (442) 400-2643  
**Date:** 4/15/2024

Item No.	Project Name/Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2024)	Estimated/Actual Completion	Status
2024-01	ST-118 Street Resurfacing, Phase 19	Street/Road Maintenance/Improvement	\$3,800,000	\$500,000	10/1/2024	Construction Phase
2024-02	ST-93 Avenue 50 Widening Project	Street/Road Maintenance/Improvement	\$9,250,000	\$75,000	6/30/2025	Right-of-Way Phase
			<b>Total:</b>	\$575,000		

**FY 2024/25**

**MAINTENANCE OF EFFORT CERTIFICATION STATEMENT**

The undersigned agrees and certifies for the city of Coachella (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$92,205, approved by the Commission at its September 14, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
SECRETARY

**CITY OF COACHELLA, CALIFORNIA**

Report on Agreed-Upon Procedures  
Applied to Measure A – Local Streets and Roads

Fiscal Year Ended June 30, 2023

**Independent Accountant’s Report  
On Applying Agreed-Upon Procedures**

The Board of Commissioners  
Riverside County Transportation Commission  
Riverside, California

We have performed the procedures enumerated below on Measure A - Local Streets and Roads Program of the City of Coachella, California (“City”) as of and for the year ended June 30, 2023.

Riverside County Transportation Commission (“RCTC”) has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose whether the City was in compliance with the Measure A - Local Streets and Roads Program grant terms and conditions for the year ended June 30, 2023. Additionally, RCTC and the City have agreed to and acknowledged that the procedures performed are appropriate for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and related findings are as follows:

1. Obtain the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (“TUMF”) program and in the Multiple Species Habitat Conservation Plan (“MSHCP”), which are administered by the Western Riverside Council of Governments (“WRCOG”) and the Western Riverside County Regional Conservation Authority (“RCA”), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (“CVAG”). Indicate participation in TUMF and/or MSHCP programs.

Finding: The City participates in the TUMF program administered by CVAG. No exceptions were noted as a result of applying this procedure.

2. Obtain the City’s approved 5-Year Capital Improvement Plan (“CIP”) from RCTC for the fiscal year ended June 30, 2023.

Finding: No exceptions were noted as a result of applying this procedure.

3. Obtain a detailed general ledger and balance sheet from the City for the fiscal year ended June 30, 2023.

- a. Identify the amount of Measure A cash and investments recorded at June 30, 2023. Compare amount to Measure A fund balance and provide an explanation for any difference greater than 25% fund balance.

Finding: Measure A cash and investments were \$941,228 at June 30, 2023. The difference between Measure A cash and investments of \$941,228 and fund balance of \$1,009,425 is \$68,197 or 7% of the fund balance.

- b. Identify amounts due from other funds.

Finding: There were no amounts due from other funds at June 30, 2023.

- c. Identify the components of ending fund balance for Measure A activity.

Finding: Ending fund balance for Measure A activity was restricted in the amount of \$1,009,425 at June 30, 2023.

- i. Identify the existence of any restatement of Measure A fund balance and inquire of management as to the reason for any restatement.

Finding: We noted no restatement of Measure A fund balance at June 30, 2022.

- ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than the sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance.

Finding: No exceptions were noted as a result of applying this procedure. The City's ending fund balance did not exceed the cumulative total revenues for the 3-year period as illustrated below.

Revenue for year ended June 30, 2023	\$ 855,018
Revenue for year ended June 30, 2022	834,043
Revenue for year ended June 30, 2021	<u>768,424</u>
Total Revenue for the 3-year period	<u>\$ 2,457,485</u>
Fund balance for year ended June 30, 2023	<u>\$ 1,009,425</u>

- 4. Obtain an operating statement for Measure A activity for the fiscal year ended June 30, 2023 (see Exhibit A), including budget amounts.

- a. Review the revenues in the operating statement.

- i. Inquire of management as to what fund was used to record Measure A revenues received from RCTC and document total revenues for the fiscal year ended June 30, 2023.

Finding: The City accounts for Measure A revenue in its Local Transportation Fund – Measure A (Fund #117). The City recorded total revenues in the amount of \$855,018 for the fiscal year ended June 30, 2023.

- ii. Obtain a listing of Measure A payments made from RCTC to the City. Compare the Measure A revenues recorded by the City to the listing of payments made by RCTC.

Finding: We identified no variances between the Measure A revenues recorded by the City and the RCTC Measure A payment schedule, which totaled \$827,136.

- iii. Determine the amount of interest allocated to Measure A activity for the fiscal year ended June 30, 2023.

Finding: The City allocated interest in the amount of \$12,587 to the Measure A activity for the fiscal year ended June 30, 2023.

b. Review the expenditures in the operating statement.

- i. Inquire of management as to what fund is used to record Measure A expenditures and document total expenditures for the fiscal year ended June 30, 2023.

Finding: The City accounts for Measure A expenditures in its Local Transportation Fund – Measure A (Fund #117). The City recorded total expenditures in the amount of \$763,208 for the fiscal year ended June 30, 2023.

- ii. Select expenditures for testing that comprise at least 20% of total Measure A expenditures.

Finding: The City recorded Measure A expenditures in the amount of \$763,208. We selected \$388,582 or 51% for testing.

- 1. For the expenditures selected for testing, compare the dollar amount recorded in the general ledger to the supporting documentation.

Finding: No exceptions were noted as a result of applying this procedure.

- 2. For the expenditures selected for testing, review the 5-Year CIP, and note whether the projects claimed were included in the 5-Year CIP and whether they constitute allowable costs.

Finding: Expenditures selected for testing were included in the 5-Year CIP and were allowable costs. No exceptions were noted as a result of applying this procedure.

- iii. Inquire of management as to the nature of any transfers (in and out) recorded in the Measure A Fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.

Finding: We noted transfers out from the Measure A fund in the amount of \$763,208 to the CIP Project Fund. These transfers represent reimbursements for projects included in the 5-Year CIP.

- iv. Inquire of management as to the amount of general or non-project-related costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.

Finding: Per discussion with the City management, there were no indirect costs recorded for the fiscal year ended June 30, 2023.

- v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.

Finding: There were no debt service expenditures recorded in the Measure A Fund that were noted as a result of applying this procedure.

- 1. Compare the debt service expenditures to prior year amount. If debt service expenditures have increased or decreased at least 25%, inquire of management as to the reason for the change in debt service expenditures.

Finding: There were no debt service expenditures recorded in the Measure A Fund that were noted as a result of applying this procedure.

- 5. Obtain from RCTC a listing of jurisdictions that participate in the Western County or Coachella Valley TUMF programs.
  - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.

Finding: We selected one disbursement of \$122,400 for validation. The payment selected for testing indicated that the TUMF was collected and remitted to CVAG as required.

- b. Indicate the total amount of TUMF collected and remitted during the fiscal year ended June 30, 2023.

Finding: The total amount of TUMF collected during the fiscal year ended June 30, 2023 was \$622,789. The total amount of TUMF remitted during the fiscal year ended June 30, 2023 was \$610,745. The difference in the amount of \$12,044 was due to the following.

	<u>Collected</u>	<u>Remitted</u>
Total TUMF recorded for FY 2023	\$ 622,789	\$ 610,745
Excess TUMF paid in 2017-18 deducted from remittance	-	(4,772)
Permit cancelled and TUMF refunded	<u>(16,816)</u>	<u>-</u>
TUMF reconciled	<u>\$ 605,973</u>	<u>\$ 605,973</u>

The \$12,044 variance between TUMF collected and remitted was due to the City remitting \$4,772 in excess TUMF paid in 2017-18, which was deducted from the remittance in October 2022 and TUMF collected by the City in the amount of \$16,816 on January 4, 2022, which was refunded on November 16, 2022.

6. Obtain from RCTC a listing of jurisdictions that participate in the Western County MSHCP program.

- a. If the jurisdiction is a participant in the Western County MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA.

Finding: The City is not a participant in the Western County MSHCP program.

- b. Inquire of management as to the existence of any fees collected in prior years that were not remitted to RCA by the end of this fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

- c. Indicate the total amount of Western County MSHCP fees collected and remitted during the fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

7. Obtain from RCTC the Maintenance of Effort (“MOE”) base year requirement, including its supporting detail calculations for the City, and the carryover amount allowed as of the beginning of the fiscal year.

- a. Obtain from the City a calculation of its current year MOE amount in a format similar to its base year calculation. See Exhibit B.

Finding: No exceptions were noted as a result of applying this procedure.

- b. Compare the current year MOE amounts from the General Fund to the general ledger.

Finding: No exceptions were noted as a result of applying this procedure.

- c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.

Finding: No transfers in were noted as a result of applying this procedure.

- d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.

Finding: We noted that current year MOE expenditures of \$1,674,746 were greater than the MOE base requirement of \$92,205 resulting in an excess of \$1,582,541 for the fiscal year ended June 30, 2023.

- e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

Finding: No exceptions were noted as a result of applying this procedure. The City's discretionary funds spent in the fiscal year ended June 30, 2023 exceeded the MOE base year requirement. The City's MOE carryover at June 30, 2023 is calculated as follows:

MOE excess at July 1, 2022	\$ 10,357,148
Current year MOE expenditures	1,674,746
Less: MOE base requirement	<u>(92,205)</u>
Excess MOE for fiscal year ended June 30, 2023	<u>1,582,541</u>
MOE excess at June 30, 2023	<u>\$ 11,939,689</u>

We were engaged by RCTC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the Measure A - Local Streets and Roads Program compliance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of RCTC and the City to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of Commissioners and management of RCTC and the City Council and management of the City of Coachella and is not intended to be, and should not be, used by anyone other than these specified parties.

*Conrad LLP*

Lake Forest, California  
November 24, 2023

**CITY OF COACHELLA, CALIFORNIA**  
 Measure A Operating Statement  
 For the Fiscal Year Ended June 30, 2023  
 (Unaudited)

	<u>Budget</u>	<u>Actual</u>	Variance From Final Budget Favorable (Unfavorable)
Revenues:			
Measure A	\$ 600,000	\$ 827,136	\$ 227,136
Interest income	15,602	12,587	(3,015)
Other income	<u>-</u>	<u>15,295</u>	<u>15,295</u>
Total revenues	<u>615,602</u>	<u>855,018</u>	<u>239,416</u>
Expenditures:			
Transfers out: Capital improvements	<u>763,208</u>	<u>763,208</u>	<u>-</u>
Total expenditures	<u>763,208</u>	<u>763,208</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	<u>\$ (147,606)</u>	<u>\$ 91,810</u>	<u>\$ 239,416</u>

CITY OF COACHELLA, CALIFORNIA

Measure A MOE Calculation  
 For the Fiscal Year Ended June 30, 2023  
 (Unaudited)

FY 2022/23 Construction and Maintenance Expenditures  
 (Round to nearest dollar)

Project Expenditures Included in General Ledger	Total Cost	General Fund	Measure A	Federal	State	City Funds	Other
<b>Construction:</b>							
ST-81 Avenue 50 Interchange-Prof Serc	\$ 15,463	\$ -	\$ -	\$ 10,374	\$ 1,225	\$ 3,864	\$ -
ST-93 Ave 50 Widening Project	876,923	-	-	-	635,831	241,092	-
ST-105 Street Pavement Rehab Phase 17	388,582	-	388,582	-	-	-	-
ST-123 Urban Greening + Con-Construction	110,542	-	-	-	110,542	-	-
ST-130 Pueblo Viejo Villas	2,395,200	-	250,000	-	2,145,200	-	-
ST-131 Avenue 48 Widening Pr-Constructio	27,312	-	-	-	-	27,312	-
ST-134 Pedestrian & Safety Improve.	104,970	-	-	-	104,970	-	-
S-24 Harrison Sewer Improvements	124,626	-	124,626	-	-	-	-
<b>Maintenance:</b>							
Salaries and benefits for street maintenance personnel	697,529	697,529	-	-	-	-	-
Professional services	387,125	387,125	-	-	-	-	-
Repairs and maintenance costs	3,229	3,229	-	-	-	-	-
Rentals	66,027	66,027	-	-	-	-	-
Energy charges	262,812	262,812	-	-	-	-	-
Supplies	238,627	238,627	-	-	-	-	-
Other	19,397	19,397	-	-	-	-	-
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>							
<b>Expenditure Totals</b>	\$ 5,718,364	\$ 1,674,746	\$ 763,208	\$ 10,374	\$ 2,997,768	\$ 272,268	\$ -
<b>Deductions for Special Consideration (Deductions Must Also Be Included in Project Expenditures Above):</b>							
	<b>Total Project Cost</b>	<b>General Fund</b>	<b>State Reason Why Project Expenditure Should Be Deducted from MOE</b>				
<b>Construction:</b>	\$ -	\$ -					
<b>Maintenance:</b>							
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>							
<b>Deduct Totals</b>	\$ -	\$ -					

<b>Total GF Expenditures</b>	\$ 1,674,746
<b>Minus Deductions</b>	-
<b>MOE Current Year</b>	\$ 1,674,746

Base Year Requirement (92,205)  
 MOE excess for fiscal year ended June 30, 2023 \$ 1,582,541

City of Coachella 5 Year Measure A Funding Capital Projects		Total Project Cost	Estimated Expenditures for FY	TUMF Measure
<b>FY 2024-25</b>				
ST-93	Avenue 50 Widening Project	\$ 9,250,000	\$ 7,319,214	\$ 590,353
ST-118	Street Pavement Rehabilitation Phase 19	\$ 4,600,000	\$ 4,100,000	\$ 513,472
ST-128	Street Pavement Rehabilitation Phase 20	\$ 4,600,000	\$ 4,600,000	\$ 996,600
<b>Sub-totals</b>		<b>\$ 18,450,000</b>	<b>\$ 16,019,214</b>	<b>\$ 2,100,425</b>
<b>FY 2025-26</b>				
ST-132	Street Pavement Rehabilitation Phase 21	\$ 4,600,000	\$ 4,600,000	\$ 851,000
<b>Sub-totals</b>		<b>\$ 4,600,000</b>	<b>\$ 4,600,000</b>	<b>\$ 851,000</b>
<b>FY 2026-27</b>				
ST-135	Street Pavement Rehabilitation Phase 22	\$ 4,600,000	\$ 4,600,000	\$ 868,000
<b>Sub-totals</b>		<b>\$ 4,600,000</b>	<b>\$ 4,600,000</b>	<b>\$ 868,000</b>
<b>FY 2027-28</b>				
ST-139	Street Pavement Rehabilitaiton Phase 23	\$ 4,600,000	\$ 4,600,000	\$ 885,000
<b>Sub-totals</b>		<b>\$ 4,600,000</b>	<b>\$ 4,600,000</b>	<b>\$ 885,000</b>
<b>FY 2028-29</b>				
ST-144	Street Pavement Rehabilitation Phase 24	\$ 4,600,000	\$ 4,600,000	\$ 903,000
<b>Sub-totals</b>		<b>\$ 4,600,000</b>	<b>\$ 4,600,000</b>	<b>\$ 903,000</b>
<b>Totals</b>		<b>\$ 36,850,000</b>	<b>\$ 34,419,214</b>	<b>\$ 5,607,425</b>



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Adopt Resolution No. 2024-11, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2024-25, Funded by SB 1: Road Repair and Accountability Act.

**STAFF RECOMMENDATION:**

Authorize the City Manager to adopt Resolution No. 2024-11, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2024-25, Funded by SB 1: Road Repair and Accountability Act.

**BACKGROUND:**

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes 2017), which is known as the Road Repair and Accountability Act of 2017. The purpose and intention of the Act is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems, as well as provide transit assistance.

Prior to the passage of SB 1, cities and counties were delaying or canceling projects and preparing to lay off staff. Due to lack of funding, basic maintenance of the local streets and road system, repair and replacement of bridges, safety improvements and multi-modal enhancements were all at risk.

The new transportation bill will provide cities and counties an opportunity to catch up on years of unfunded maintenance needs that have plagued our roadways for years. Maintenance and rehabilitation projects will extend the service life of our local streets, roads and bridges. Cities and Counties will also use SB 1 funds for complete streets projects, increasing mobility options for residents, and will employ, to the extent possible green technologies, materials and methods to reduce impacts to the environment from transportation projects.

**DISCUSSION/ANALYSIS:**

SB 1 includes historic accountability and transparency measures. Cities and counties will adopt project lists at the start of every Fiscal Year and also provide year end reporting on completed projects.

- The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1:** Airport Blvd Bridge

**Project Description:** Replace Airport Blvd Bridge that extends over the Coachella Valley Stormwater Channel with a new wider two-lane bridge.

**Location:** Airport Boulevard

**Estimated Project Schedule:** 01/2024-06/2028

**Estimated Cost:** \$24,3007,470

**Estimated Project Useful Life:** Fifty years with proper maintenance

**Proposed Project 2:** Avenue 50 Bridge (Over Whitewater Channel)

**Project Description:** Replace the low water crossing with a bridge over the Coachella Valley Stormwater Channel.

**Location:** Avenue 50

**Estimated Project Schedule:** 03/2025-06/2027

**Estimated Cost:** \$57,408,750

**Estimated Project Useful Life:** Fifty years with proper maintenance

The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1:** Avenue 50 Widening Project

**Project Description:** Widening of Avenue 50 from 2 lanes to 4 lanes from Calhoun Street to Cesar Chavez Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 50 between Calhoun Street and Cesar Chavez Street

**Estimated Project Schedule:** 01/2024 - 06/2024

**Estimated Cost:** \$9,250,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**Proposed Project 2:** Avenue 48 Widening Project

**Project Description:** Widening of Avenue 48 from 2 lanes to 5 lanes from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 48 from Dillon to Van Buren St

**Estimated Project Schedule:** 03/2024 – 09/2025

**Estimated Cost:** \$2,046,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**FISCAL IMPACT:**

The SB 1 Anticipated revenues are for an amount of \$1,086,703 for the Fiscal Year 2024-25. Authorizing the City Manager to adopt Resolution 2024-11, Resolution adopting a list of Projects for Fiscal Year 2024-25, Funded by SB 1: Road Repair and Accountability Act will benefit the City of Coachella by maintaining City eligibility to continue receiving SB1 funding.

**ATTACHMENTS:**

1. Resolution 2024-11

**RESOLUTION NO. 2024-11****RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25  
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$1,086,703 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

**WHEREAS**, this is the eight year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate and widen two major arterials transportation infrastructure throughout the City this year and many similar projects into the future; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Coachella, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1:** Airport Blvd Bridge

**Project Description:** Replace Airport Blvd Bridge that extends over the Coachella Valley Stormwater Channel with a new wider two-lane bridge.

**Location:** Airport Boulevard

**Estimated Project Schedule:** 01/2024-06/2028

**Estimated Cost:** \$24,3007,470

**Estimated Project Useful Life:** Fifty years with proper maintenance

**Proposed Project 2:** Avenue 50 Bridge (Over Whitewater Channel)

**Project Description:** Replace the low water crossing with a bridge over the Coachella Valley Stormwater Channel.

**Location:** Avenue 50

**Estimated Project Schedule:** 03/2025-06/2027

**Estimated Cost:** \$57,408,750

**Estimated Project Useful Life:** Fifty years with proper maintenance

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1:** Avenue 50 Widening Project

**Project Description:** Widening of Avenue 50 from 2 lanes to 4 lanes from Calhoun Street to Cesar Chavez Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 50 between Calhoun Street and Cesar Chavez Street

**Estimated Project Schedule:** 01/2023-06/2025

**Estimated Cost:** \$9,250.000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**Proposed Project 2:** Avenue 48 Widening Project

**Project Description:** Widening of Avenue 48 from 2 lanes to 5 lanes from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 48 from Dillon to Van Buren St

**Estimated Project Schedule:** 06/2024-09/2025

**Estimated Cost:** \$2,046,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of April 2024.

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Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024-11 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24<sup>th</sup> day of April 2024 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Delia Granados  
Deputy City Clerk



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo Estrada, Utilities Manager

**SUBJECT:** Authorize the City Manager to Execute a Professional Services Agreement with Corona Environmental Consulting, LLC for Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 from Groundwater and Water System Planning in an amount not to exceed \$200,000.00

**STAFF RECOMMENDATION:**

Approve and authorize the City Manager to execute a Professional Services Agreement with Corona Environmental Consulting, LLC for Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 from Groundwater and Water System Planning in an amount not to exceed \$200,000.00

**BACKGROUND:**

On August 1, 2023, the State Water Resources Control Board (State Water Board) released a proposed hexavalent chromium (Cr-6) regulation which again proposes a 10 ug/L maximum contaminant level (MCL) for drinking water. The State Water Board will consider adopting the MCL for CR-6 on April 17, 2024.

The proposed compliance period after the regulation takes effect is two years for water systems with >10,000 service connections and three years for water systems with 1,000 to <10,000 service connections. The City of Coachella through its Water Authority operates a public water system (PWS) that would be impacted by the proposed Cr-6 regulation. Under the proposed regulation, the compliance period would be three years, we have approximately 9025 connections.

The proposed Cr-6 regulation identifies three treatment technologies as Best Available Technologies (BATs): ion exchange, reduction/coagulation/filtration (RCF), and reverse osmosis; but it also recognizes that there are conditions in which other means of compliance may be available, including the use of stannous chloride (SnCl<sub>2</sub>) to reduce Cr-6 to Cr-3 without filtration. In its Initial Statement of Reasons for the Hexavalent Chromium Maximum Contaminant Level (MCL) Regulation, State Water Board acknowledged that there may be conditions under which SnCl<sub>2</sub> could be a viable technology for decreasing Cr-6, and a PWS can use SnCl<sub>2</sub> under the correct conditions. However, State Water Board determined that for SnCl<sub>2</sub> to be considered a BAT, additional information on the capability of the technology to meet the proposed MCL would

be necessary, including information on re-oxidation in the distribution system and the ability to meet a potential MCL without exceeding the tin (Sn) NSF 60 maximum use level (MUL) of 0.063 mg/L, as well as the fate of all forms of chromium (Cr) when SnCl<sub>2</sub> is used. The State Water Board intends to request additional evaluation of the distribution system water quality should this technology be proposed for use by a PWS.

On September 27, 2023, State Water Board, DDW, issued a conditional approval for the Coachella Valley Water District to extend a full-scale demonstration project in their ID-8 PWS to gather more data to address areas of uncertainty with the use of SnCl<sub>2</sub> without filtration as a treatment technology and the fate of Sn and Cr-6 in the distribution system and premise plumbing. The Division of Drinking Water (DDW) also requested the submittal of a work plan by March 31, 2024, with additional monitoring protocols and a pipe loop study to evaluate Sn and Cr accumulation on different pipe materials representative of distribution system and premise plumbing.

Given that the State Water Board has stated that the use of SnCl<sub>2</sub> will be evaluated on system by system approach and given that the Division of Drinking Water has already instructed CVWD to perform additional monitoring, continue its pilot testing, and provide various data gathered via the work plan. City staff recommends that we begin our own data gathering via a pilot test.

City staff wishes to follow parallel compliance tracks that include (1) further evaluation of the use of SnCl<sub>2</sub> to reduce Cr-6 to Cr-3 without filtration to meet the proposed Cr-6 MCL, including the development of a work plan (2) evaluating other treatment options.

#### **DISCUSSION:**

On April 11, 2023 the City of Coachella respectfully urged Senator Padilla and Assemblymember Garcia to request a \$500,000.00 appropriation through the 2023-2024 state budget to help the City finance a pilot demonstration project that could provide the needed data to the Division of Drinking Water to consider allowing the City to use SnCl<sub>2</sub> to lower levels of Chromium-6 in its drinking water. Later in July, 2023 the City was notified that it had secured the appropriation through the state budget.

On November 08, 2023 the City published a Request for Proposals for the subject work and received two proposals. City staff from the Engineering Department, Public Works Department and the Utilities Department evaluated the proposals. City staff is recommending an award to Corona Environmental Consulting. Corona is one of the most recognized drinking water consulting firms addressing Chromium-6 compliance concerns for drinking water in the state. They previously provided support to our City in 2016-2017 and have a deep understanding of our water quality and the region, having also performed work for the Coachella Valley Water District, Indio Water Authority and Mission Springs Water District.

**FISCAL IMPACT:**

Staff is requesting \$100,000.00 from the Water Fund be allocated to this years approved budget, the remaining \$100,000.00 will be accounted in the FY 2024-25 budget. These expenses are expected to be reimbursed by the state through the appropriation that was made as described above.

**ATTACHMENTS:**

1. Budget Support for Innovative Pilot Project Letter



April 11, 2023

The Honorable Eduardo Garcia  
California State Assembly  
1021 O Street, Suite 8120  
Sacramento, CA 95814

The Honorable Stephen Padilla  
California State Senate  
1021 O Street, Suite 6640  
Sacramento, CA 95814

**RE: Budget Support for Innovative Pilot Project**

Dear Assembly Member Garcia and Senator Padilla,

On behalf of the City of Coachella, we write to respectfully urge you to request a \$500,000 appropriation through the 2023-2024 State Budget to help the city finance a pilot demonstration project on the efficacy of stannous chloride to lower levels of hexavalent chromium 6 (Chromium-6) in the city's drinking water. With the State Water Resources Control Board ("Water Board") expected to issue a new chromium-6 drinking water standard later this year, a pilot study demonstrating the efficacy of stannous chloride is the city's only viable path at being able to afford the cost of complying with the forthcoming chromium-6 standard.

Located in the eastern Coachella Valley in Riverside County, the City of Coachella is a working-class community of 45,000 residents that operates its own water system. While the City is located near some of the most exclusive real estate and recreational destinations in the country—golf clubs, resort hotels, gated communities—our residents often struggle to afford basic services. The average median household income is \$35,000, and like the rest of the Coachella Valley, our groundwater is contaminated with naturally occurring chromium-6 which results from the valley's geology, and that has been present in the groundwater since before the valley was developed.

In 2022, the Water Board issued a draft drinking water standard for chromium-6 at a Maximum Contaminant Level (MCL) of 10 parts per billion, mirroring the Water Board's 2014 chromium-6 MCL. The 2014 chromium-6 MCL was invalidated by the courts in 2017, but not before the city spent \$400,000 on design plans to build a strong base anion exchange system to reduce chromium-6 from its drinking water at a cost of \$36.2 million to construct. Once passed to the city's water users, the cost of the project would have increased average customer bills to \$96.36 per month, an over 120% increase in water rates per customer over a five-year period. The increase would have pushed the city's affordability index to 4.4% of Median Household Income (MHI), almost three times higher than the 1.5% MHI threshold used by the state to determine water affordability.



In the greater Coachella Valley, the Coachella Valley Water District (the “district”) was facing a similarly exorbitant cost scenario to comply with the 2014 chromium-6 MCL. The district had designed plans to build a conventional ion exchange treatment system consisting of buildings at 29 well sites and a central facility for regenerating the resin used in the treatment process at a cost of \$250 million to construct. However, just as construction was set to begin, testing revealed stannous chloride, an approved drinking water additive used to protect water pipes from corrosion, could safely and cost effectively lower levels of chromium-6 in its water system. In response, the district temporarily halted construction of the ion exchange system and launched a pilot study to evaluate the feasibility and effectiveness of using stannous chloride to reduce levels of chromium-6 at a district well in Palm Desert. The pilot confirmed the efficacy of stannous chloride. The district then authorized a full-scale demonstration project of its water system serving Indio Hills, Sky Valley and areas in and around Desert Hot Springs. Again, the results of the study showed stannous chloride could cost effectively reduce chromium-6 to ten parts per billion and below, positioning the district to meet any forthcoming chromium-6 MCL at a fraction of the cost of the conventional ion exchange methods prescribed by the state.

Because the State Water Board requires the completion of a pilot study before it will allow alternate chromium-6 treatment technologies like stannous chloride, the completion of a pilot study is the city’s only viable path toward being able to meet the forthcoming chromium-6 MCL. Ultimately, our residents deserve access to safe and affordable drinking water, but having already spent \$400,000 on plans to comply with the 2014 chromium-6 MCL; we need the state’s help to demonstrate the efficacy of stannous chloride to reduce chromium-6 in our drinking water.

We thank you for your consideration of this modest but important investment of \$500,000 to ensure our residents have access to the affordable and clean drinking water they deserve, but for too long have lacked.

Respectfully,

Dr. Gabriel Martin  
City Manager

# City of Coachella

## Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 from Groundwater and Water System Planning

Corona Environmental Consulting, LLC

January 8, 2024



Castulo Estrada  
Utilities Manager  
City of Coachella  
53462 Enterprise Way, Coachella, CA

Dear Mr. Estrada,

Corona Environmental Consulting, LLC (Corona) is pleased to submit our proposal to the City of Coachella and the Coachella Water Authority (CWA) in response to the Request for Proposals for the “Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 (Cr-6) from Groundwater and Water System Planning” issued November 8, 2023. Corona is excited to have an opportunity to work with CWA on this issue again as our group has decades of experience understanding, improving, and implementing Cr-6 treatment technologies, including the pilot testing of reduction coagulation filtration with both stannous chloride and ferrous chloride for CWA in 2016. For this effort, we have teamed with our friends and colleagues at Water Works Engineers (WWE) who bring specific expertise in the design and implementation of groundwater treatment systems throughout California and the southwest.

The Corona team is uniquely qualified to support CWA for these efforts having recently completed a pilot study in Dixon, CA that evaluated the long-term implication of stannous chloride application without filtration. In addition, our team has been actively researching and implementing advances in Cr-6 treatment solutions since the previous maximum contaminant level (MCL) was rescinded.

Our proposed approach, as detailed herein, builds upon our previous efforts with CWA and will draw upon our unparalleled experience with the treatment of Cr-6 in groundwater systems, including neighboring systems of Indio Water Authority and Mission Springs Water District. We look forward to working side-by-side with you and CWA staff to effectively solve this challenge and best meets your community’s needs.

Very truly yours,



Craig Gorman  
Partner / Project Manager  
Corona Environmental Consulting, LLC  
720.626.4706  
[cgorman@coronaenv.com](mailto:cgorman@coronaenv.com)



Chad Seidel, Ph.D.  
President / Principal-in-Charge  
Corona Environmental Consulting, LLC  
303.887.1853  
[cseidel@coronaenv.com](mailto:cseidel@coronaenv.com)

# 1 Proposer Statement of Qualifications

## 1.1 Executive Summary

**Corona Environmental Consulting, LLC (Corona)** is the most recognized drinking water consulting firm to address hexavalent chromium (Cr-6) compliance concerns for drinking water utilities. We previously supported CWA in 2016-17 and have continued to advance the water community’s understanding for Cr-6 treatment. Following our demonstration of stannous chloride without filtration in the Coachella Valley Water District (CVWD) ID-8 Sky Valley system, Corona just completed bench- and pilot-scale testing of stannous chloride without filtration for Cal Water in Dixon, CA to inform remaining concerns. Those tests confirmed concerns for using stannous chloride without filtration to achieve compliance with the anticipated Cr-6 MCL, namely the release of total chromium, at times several orders of magnitude greater than the current 50 µg/L total MCL. We are glad to partner with **Water Works Engineers (WWE)** with their design and cost estimating expertise. Our proposed approach will (1) evaluate stannous chloride, (2) evaluate Cr-6 treatment technologies in today’s context, and (3) deliver a Preliminary Design Report and Work Plan to meet California Department of Water Resources (DWR) expectations.

## 1.2 Qualifications and Experience

**Corona** is a nationally recognized drinking water consulting firm and a leader in addressing complex technical issues confronting the drinking water community. Over our ten years in business since founding in 2013, Corona has built a reputation based on the success of our recommended solutions and fulfilling our clients’ needs. Within the drinking water community, Corona fills a unique role as a specialty consulting firm with the sole purpose of identifying and solving new and previously unsolved problems for the water community through the application of state-of-the-art engineering, science, and technology.

With respect to Cr-6 treatment, Corona brings unapparelled experience and our pioneering research has resulted in significant improvements to the listed Best Available Technologies lowering both capital and operational cost expectations. In 2016, Corona was asked by CWA in 2016 to accompany Hazen as a subconsultant on their contract developing the *2016 Coachella Water Authority Hexavalent Chromium Treatment Facilities Project Basis of Design Report (2016 BDR)* to provide input and oversight of piloting both stannous and ferrous reductants as part of the reduction coagulation filtration process (RCF). The RCF technology had shown increased promise after our team conducted comprehensive pilot testing for the City of Watsonville, CA. Corona and Hazen conducted RCF pilot testing for CWA after the 2016 BDR was issued. The RCF pilot testing concluded in the July 25, 2017, Draft Report by Hazen and Corona, *Coachella Water Authority Stannous Chloride and Ferrous Chloride Testing for Hexavalent Chromium Removal* that the advancements in the RCF process resulted lower lifecycle costs than regenerable strong base anion exchange (SBA) which was previously identified as the preferred Cr-6 treatment technology in the 2016 BDR. Further, the report also commented on the use of Cr-6 reduction using stannous without filtration and recommended filtration be included to be protective of public health.

*Table 1. Comparison of CWA Cr-6 Lifecycle Treatment Costs from July 25, 2017, Draft Report “Coachella Water Authority Stannous Chloride and Ferrous Chloride Testing for Hexavalent Chromium Removal by Hazen and Corona (Table 1, page ES-5).*

Item	RCF with Ferrous or Stannous	SBA <sup>1</sup>
Capital	\$22.5M	\$13.1M to \$34M
O&M	\$0.9M to \$1.2M	\$1.5M to \$2.7M
Annualized Lifecycle	\$1.9M to \$2.2M	\$2.9M to \$3.3M

In addition to our previous support of CWA to assess Cr-6 treatment, our team has also supported other local area water providers including Indio Water Authority, CVWD, and Mission Springs Water District in addition many others across California.



*Figure 1. Tin and chromium residuals accumulated in pipe following pilot testing of stannous chloride without filtration in Dixon, CA (2023).*

Recently in 2023, our team concluded a pilot-scale study of stannous chloride without filtration in Dixon, CA, near Sacramento, for California Water Service. This pilot testing confirmed concerns for using stannous chloride without filtration to achieve compliance with the anticipated Cr-6 MCL, namely the release of total chromium, at times several orders of magnitude greater than the current 50 µg/L total MCL, from distribution system and premise plumbing fixtures, and high concentrations of tin from residual stannous. Figure 1 shows tin and chromium residuals that had accumulated in the pipe up until decommissioning of the pilot equipment which operated intermittently for approximately 12 weeks. Based on the results of these efforts, neither the California Water Service, nor the project team believe direct application of stannous for Cr-6 control is a viable treatment approach. The experience and lessons learned from this study will streamline our proposed efforts and provide immediate value to CWA.

Along with our in-house team of water quality and treatment experts, we are pleased to also introduce our preferred partner **Water Works Engineers (WWE)**. WWE was formed in 2005 with a vision to grow a new kind of engineering firm, a firm built on providing exceptional client service from highly experienced engineers in a “hands-on” highly interactive and enjoyable environment. To serve our clients throughout the Western United States, WWE has 100+ employees based in Los Angeles, San Diego, San Mateo, Redding, Roseville, CA, as well as Scottsdale, AZ, Salt Lake City, UT, Albuquerque, NM, and Star, Idaho.

WWE brings extensive experience in the planning and design of water and wastewater pumping, conveyance, and treatment systems. Our expertise includes both process and process-mechanical design of facilities with a broad range of size and complexity to ensure that the facility will provide long-term, reliable, and cost-effective performance. We are committed to providing well thought-out projects that meet our client’s schedule and budget exceed expectations for quality, efficiency, and attention to detail. Our team’s principals and staff have extensive experience with facilities representing a broad range of size and complexity and continually strive to provide practical approaches to projects. WWE’s focus and work approach allow us to provide high-quality planning and design products very efficiently.

Corona and WWE have an extensive history of collaboratively addressing water utility clients’ needs. We are currently working together to support Indio Water Authority efforts to address Cr-6 their concerns and have previously done so for California Water Service. We are confident the Corona/WWE team will exceed CWA’s needs and expectations for this effort. Collectively our team brings leading innovators in water quality analysis, groundwater treatment and optimization, design and implementation, which will be of critical importance when addressing a new MCL that has yet to have a handbook written to determine a utility’s most appropriate path to compliance. Introductions to key staff members are provided below along with resumes included as an appendix to this proposal.

1.2.1 Introduction to Key Staff Members

**Dr. Chad Seidel, Principal-in-Charge**, is President at Corona Environmental Consulting, LLC where he brings his more than 20 years of consulting experience serving the drinking water community by providing small and large drinking water utilities with process engineering services, from optimization of existing conventional treatment processes to the application of advanced treatment processes for controlling emerging contaminants. Chad has been assisting Cr-6 impacted water utilities in California since 2000. He has led the discovery, testing, and implementation of Cr-6 treatment advances regarding strong base anion exchange, ferrous reduction coagulation filtration, and others to achieve millions of dollars of cost savings for impacted utilities. Chad will direct this project to realize the best, most cost-effective Cr-6 treatment strategy for CWA. Chad will act as principal-in-charge for all project activities.



**Craig Gorman, Project Manager**, has nearly 20 years of experience dedicated to the treatment of inorganic contaminants in drinking water. Craig has led technology selections, bench- and pilot-scale evaluations, cost estimating and design efforts for inorganic contaminants including Cr-6, arsenic, nitrate, fluoride, boron, uranium, and radium. Specific to Cr-6 treatment, Craig led the development and implementation of pilot testing programs that have revolutionized the treatment marketplace for technologies such as regenerable strong base anion exchange, non-regenerable ion exchange, and reduction coagulation filtration. Recently, Craig was Corona’s technical lead for a pilot study that investigated the use of stannous chloride without filtration. This study exposed significant concerns for the long-term use of this approach for Cr-6 compliance purposes. Craig will act as Corona’s project manager.



**Brittany Gregory, Project Lead**, is a Water Process Engineer at Corona Environmental Consulting, where she focuses on drinking water treatment selection through alternative treatment assessments, along with treatment process optimization supported by bench- and pilot scale testing. Brittany has led or supported numerous pilot-scale studies in California, most recently a pipe loop study completed to better understand the fate of stannous chloride when used as a reductant for Cr-6 treatment in the absence of filtration. Brittany also has extensive experience in large data management, data visualization tools, and treatment process modelling. Brittany will act as our project lead and will direct any identified bench- or pilot-scale activities.



**Dr. Anthony Kennedy, QA/QC**, is a water process engineer at Corona and has 10 years of experience as a drinking water and water reuse engineer specializing in advanced water treatment processes such as adsorption, ion exchange, and membrane separation. With the City of Longmont, Denver Water, US Bureau of Reclamation, and Corona, Anthony has performed and led alternative treatment assessments, modeling, water quality assessments, bench- and pilot-scale evaluations, applied research, budgetary cost estimating, and conceptual design efforts for drinking water and water reuse projects that have addressed organic matter, organic micropollutants including per- and polyfluoroalkyl substances, total dissolved solids, taste and odor causing compounds, metals, arsenic, radium, nitrate, selenium, hexavalent chromium, fluoride, and disinfection byproducts. Dr. Kennedy will provide QA/QC oversight and technical support as needed.



**Andrew Borgic, P.E.** is a water/wastewater process design engineer with experience in large and small civil infrastructure (water and wastewater treatment) projects, including feasibility studies, alternatives analyses, and design for treatment plant upgrades and modifications. His design experience includes preliminary design reports and preparation of final plans and specifications for water and wastewater treatment plant or pump station projects. Typical duties include technical report preparation, preparation of contract drawings and specifications, cost estimate preparation, contractor interaction, field visits, inspections, and engineering services during construction. Andrew will be WWE’s project manager and work alongside closely with Craig Gorman.



**Herb Durbin** is a Project Engineer with over 23 years of experience in civil and environmental engineering. He specializes in ground and surface water quality and water treatment plant design and optimization. Mr. Durbin has acted in a number of water quality studies and assisted in the designs of numerous large coagulation filtration and adsorption arsenic treatment facilities. Herb will oversee the development of the Preliminary Design Report.



**Rachel MacLean, P.E.** has gained experience in drinking water design projects, including pipeline and groundwater treatment plant projects. Groundwater treatment project experience includes, PFAS, hexavalent chromium, sulfide, and manganese removal. Typical duties have included development of design specification, cost-estimate preparation, preliminary design development and reporting, chemical feed and storage facility sizing, stormwater and LID design, and construction submittal reviews. Rachel will act as WWE’s project engineer.



### 1.3 Organizational Chart

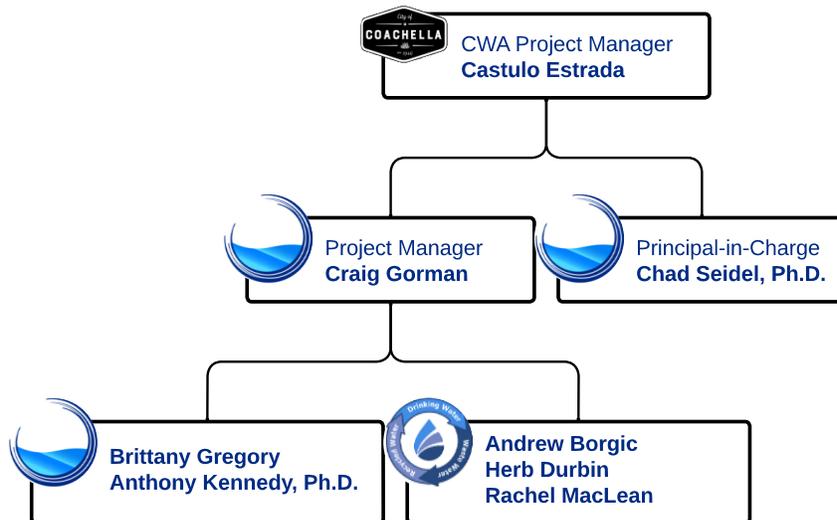


Figure 2. Project Team Organization Chart

## 1.4 Relevant Project Descriptions

**Hexavalent Chromium Treatment Roadmap and Conceptual Design, Indio Water Authority, Indio, CA (May 2022 to present):** In preparation for anticipated reissued Cr-6 MCL, Indio Water Authority engaged Corona to evaluate water quality and treatment alternatives for 20 groundwater wells. Strong base anion exchange, both regenerable and non-regenerable, ferrous iron reduction coagulation filtration, and stannous tin reduction were evaluated in terms of water quality, equipment, operation, and well site space constraints. Ultimately, where strong base anion exchange was not already in operation, ferrous iron reduction coagulation filtration was recommended as the treatment alternative for most well sites due to ease of operation and reliability. Indio Water Authority plans to move forward assuming ferrous iron reduction coagulation filtration will be implemented at several well sites, both individually and centralized, upon promulgation of a new hexavalent chromium maximum contaminant level. Strong-base anion exchange stannous chloride options remain in consideration for small footprint well sites and in cases where wells will be used in rare, low production circumstances. As part of that effort, Corona teamed with WWE to develop conceptual designs and pre-purchased equipment specifications for several ferrous iron reduction coagulation filtration treatment systems. Bench-scale testing was also performed to inform conceptual designs.

**Stannous Chloride Without Filtration Pilot-scale Evaluation, California Water Service, Dixon, CA:** In California Water Service's Dixon water system, hexavalent chromium was present in three active groundwater wells above the anticipated California State Water Resources Control Board Division of Drinking Water maximum contaminant level of 10 µg/L. These three wells remove hexavalent chromium to below the anticipated MCL using regenerable SBA prior to distribution. However, a newly constructed but inactive well has hexavalent chromium above the anticipated MCL of 10 µg/L and was not equipped with any treatment system. Cal Water engaged Corona to investigate the feasibility of using stannous chloride without filtration to reduce hexavalent chromium to trivalent chromium, which is regulated as total chromium with an MCL of 50 µg/. Bench- and pilot-scale tests were performed that evaluated required doses, reduction times, and impacts on pipe materials and typical premise plumbing fixtures. The pilot-scale testing elevated concerns with this potential compliance alternative as some of the measured total chromium samples we're nearly 80 times greater than the corresponding MCL of 50 µg/L. The blueish hue material in Figure 3 shows accumulation of what is believed to be chromium and tin hydroxides that can be released. The outcomes of this study and concerns regarding chromium and tin accumulation and subsequent release have resulted in Cal Water considering an alternative treatment strategy at this site, namely reduction coagulation filtration.



*Figure 3. Cal Water Dixon Stannous Without Filtration Pilot Pipe with Chromium and Tin Accumulation.*

**Stannous Pilot Testing for Hexavalent Chromium Compliance, Coachella Valley Water District (CVWD), Palm Desert, CA:** The Coachella Valley Water District (CVWD) has 36 wells requiring treatment to comply with the prior and anticipated Cr-6 MCL of 10 µg/L. After CVWD had designed and was near starting construction of regenerable SBA treatment, Corona was engaged to assess the viability of stannous chloride reduction of Cr-6 to achieve MCL compliance. Stannous chloride



*Figure 4. Corona directed full-scale demonstration of stannous chloride without filtration at CVWD ID-8 Sky Valley*

facilitated reduction was effectively demonstrated to reduce Cr-6 to concentrations below 10 µg/L through bench-, pilot- and full-scale testing. However, the full-scale demonstration testing program at the CVWD ID-8 system in Sky Valley raised significant concerns regarding the transport and fate of chromium and tin particles in the distribution system and premise plumbing highlighting the need for additional research prior to full-scale implementation.

### 1.5 References

References for each of the aforementioned projects are provided in the table below.

Project	Client	Contact Name	Contact Phone	Contact Email
<b>Hexavalent Chromium Treatment Roadmap and Conceptual Design</b>	Indio Water Authority	Miguel Peña	760.625.1852	mpeña@indio.org
<b>Stannous Chloride Pilot-scale Evaluation</b>	California Water Service	Tarrah Henrie	408.367.8490	thenrie@calwater.com
<b>Stannous Pilot Testing for Hexavalent Chromium Compliance</b>	Coachella Valley Water District	Robert Cheng	760.485.9003	rcheng@cvwd.org

### 1.6 Subcontractors

As described above, we have included Water Works Engineers to conduct cost estimating, develop preliminary site layouts, and develop preliminary cost estimates for the selected treatment alternatives. As necessary, WWE will also conduct preliminary sewer capacity and distribution system hydraulic analyses. Water Works Engineers brings decades of experience in the design and construction of groundwater treatment facilities which will be leaned upon on these efforts to allow CWA to provide make informed decisions about the Cr-6 compliance options.

## 2 Proposed Method to Accomplish the Work

Our team recognizes CWA has previously invested considerable resources to address their Cr-6 compliance challenges for the previous MCL. At the time the previous MCL was rescinded, Hazen and Corona recommended CWA pivot from regenerable SBA to an RCF process for Cr-6 treatment at their impacted wells. However, on the heels of that recommendation, neighboring communities were exploring a potential low-cost alternative using direct application of stannous chloride without filtration. While compelling from a cost and operational perspective, this approach raised concerns about its long-term applicability given the potential for chromium accumulation and release in the distribution system.

In the years since, our team has continued to investigate advances in the listed BATs for Cr-6 treatment as well as the viability of the use of stannous without filtration. These areas include understanding the performance and regeneration efficiency of newly available SBA resins, exploring vendor provided ‘mobile’ regen approaches, and further optimizing the RCF process, each of which has improved the economics and feasibility of these treatment approaches.

With all these things in mind, our proposed approach for CWA is not to start over, but rather make use of CWA’s previous investments in this space while simultaneously updating these analyses with the current

understanding of Cr-6 treatment approaches, risks, and mitigation strategies. Our proposed work plan is outlined below:

**Step 1 Stannous Chloride Evaluation:** Despite the concerns around stannous chloride, CWA would be remiss not to confirm whether this technology is appropriate for further consideration. As such, our team will develop a comprehensive benefit / risk analysis to be presented to CWA staff within one month of notice to proceed. Given what is known today, we foresee two possible outcomes of this initial step:

- 1) stannous without filtration is eliminated from further consideration or
- 2) a pipe rack or similar study will be required to understand if there are specific water quality characteristics in the CWA supply that prevent the accumulation and subsequent release of chromium in the distribution system or premise plumbing.

If stannous without filtration is not eliminated and warrants testing or study, there may be cost-sharing opportunities to collaboratively achieve this with other regional utilities (e.g. CVWD, MSWD, IWA) who also desire clearly answering these questions. We believe our team is best suited to implement this type of study to quickly and efficiently illuminate the residual concerns and permitting hurdles given our recent experiences and on-going discussions with the Division of Drinking Water regarding stannous without filtration. If this is the selected route, our team will work closely with CWA staff to determine the appropriate level of effort to address any concerns, as well as cost-sharing opportunities.

**Deliverables:** *In-person workshop to present stannous chloride benefit / risk analysis*

**Step 2 Cr-6 Treatment Technology Evaluation:** Given the time that has elapsed since CWA last considered Cr-6 treatment, it is warranted to reevaluate the water supply and production details in light of the improvements to the relevant Cr-6 treatment technologies. Following Step 1, our team will conduct a preliminary assessment of Cr-6 treatment technologies including:

- *Regenerable strong base anion exchange*
  - *On-site regeneration*
  - *Mobile regeneration*
- *Non-regenerable strong base anion exchange*
- *Reduction, coagulation, filtration*
- *Stannous without filtration (if considered viable following Step 1)*

Technologies such as reverse osmosis and weak base anion exchange will also be considered; however, the limitations of these technologies that existed in 2016 have not advanced and it is unlikely they will progress in in the analysis. This analysis will provide performance estimates of each of the technologies that consider CWA's unique water quality and production needs. Ultimately our team will develop and work through a qualitative and quantitative decision matrix with CWA staff to identify the most appropriate, safe, and sustainable Cr-6 removal technology for the impacted wells. The decision matrix will include representative Class 5 cost estimates for a 2,000 gpm well site can be extrapolated to each of CWA's wells, operational requirements, risks, benefits, site needs and limitations, etc.

**Deliverables:** *Decision matrix workshop, Draft and final Cr-6 Treatment Technology Evaluation*

**Step 3: Preliminary Design Report and Work Plan:** Following the treatment technology selection, a preliminary design report (PDR) will be developed with context from the 2016 BDR in mind, or the 2016 BDR will be updated if SBA with centralized regeneration is the recommended path forward. The PDR will

include at a minimum the following information for each of the six impacted wells: site and yard piping layouts, well pump and electrical upgrades, design parameters, and 20-yr net present worth cost analyses. If the RCF technology is selected, preliminary sewer capacity analyses will also be provided. The PDR will serve as the backbone for DWR’s required work plan from which all subsequent tasks and schedule details can be developed. The PDR will also be a required element to pursue additional funding opportunities from DWR or other agencies.

**Deliverables:** Draft and Final PDR including Executive Summary and Work Plan

### 3 Certification of Proposal

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), and to be bound by the terms and conditions of the RFP.

### 4 Cost Proposal

The following table presents a detailed schedule of 2024 hourly rates for all staff positions that would be assigned to the proposed services for both Corona and Water Works Engineers. All travel related expenses (e.g. airfare, hotel, ground transportation, etc.), project related supplies, laboratory services and other related project direct costs will be reimbursable with a 10% mark-up. All subcontractor or sub-consultant costs will have a 5% mark-up.

Category	2024 Hourly Rates	Key Staff
<b>Corona Environmental Consulting</b>		
Partner	\$355	Seidel
Principal Professional	\$320	Gorman
Supervising Professional	\$280	
Senior Professional	\$245	Kennedy
Associate Professional	\$210	Gregory
Professional	\$180	
Administrator	\$120	
Intern	\$105	
<b>Water Works Engineers</b>		
Principal Engineer II	\$293	
Principal Engineer I	\$272	
Senior Project Engineer II	\$253	Borgic
Senior Project Engineer I	\$235	Durbin
Project Engineer II	\$217	
Project Engineer	\$203	
Associate Engineer II	\$191	
Associate Engineer	\$180	MacLean
Staff Engineer II	\$165	
Staff Engineer	\$147	
Jr. Engineer	\$117	
Senior Administrative Assistant	\$117	
Administrative Assistant	\$83	

### 5 Addenda

We acknowledge receipt of ADDENDUM NUMBER 1, issued 1/4/2024.

Dr. Chad Seidel is President at Corona Environmental Consulting, LLC where he brings his more than 20 years of consulting experience serving the drinking water community by providing small and large drinking water utilities with process engineering services, from optimization of existing conventional treatment processes to the application of advanced treatment processes for controlling emerging contaminants. Chad has been assisting Cr-6 impacted water utilities in California since 2000. He has led the discovery, testing, and implementation of Cr-6 treatment advances regarding strong base anion exchange, ferrous reduction coagulation filtration, and others to achieve millions of dollars of cost savings for impacted utilities. Chad will direct this project to realize the best, most cost-effective Cr-6 treatment strategy for CWA.



### Licenses

Registered Professional Engineer in AZ, CO, GA, IL, MA, NJ, NY, PA, TX, WA

### Education

Ph.D., Civil and Environmental Engineering, University of Colorado Boulder, 2006. Dissertation Title: *"Investigation of Hexavalent Chromium as a Future Regulated Drinking Water Contaminant"*

M.S. Civil and Environmental Engineering, University of Colorado Boulder, 2000. Thesis Title: *"Understanding Disinfection Byproduct Behavior in Water Distribution Systems"*

B.S. Environmental Engineering, Montana Tech of the University of Montana: Valedictorian, 1998

### Representative Projects

**Hexavalent Chromium Treatment Valuation, Indio Water Authority, CA:** Corona was engaged by IWA to conduct a 'valuation' of their Cr-6 treatment systems. The valuation compared contracted performance metrics and costs with full-scale performance data and determined that the systems are not operating as designed and thereby increasing IWA ongoing operational costs. Corona staff visited the treatment sites and develop a strong understanding of each system's performance. One of the recommendations from this effort was that IWA investigate whether new resins could be beneficial at these locations.

**Hexavalent Chromium Treatment Implementation, California Water Service, CA:** Corona completed a Cr-6 treatment study for California Water Service (Cal Water). This study addressed the treatment needs for three of Cal Water's districts that are heavily impacted by the Cr-6 MCL, including wells in Willows, Dixon, and the Salinas service areas. In total, the water quality, and site-specific constraints of 27 wells were evaluated and Cr-6 treatment recommendations were made. Based upon historical water quality and operational preferences, strong base anion exchange was found to be the low-cost alternative for all but one of wells requiring treatment. Cal Water, with Corona as a technical lead, applied for and was awarded a \$5 million grant from the Proposition 50, Chapter 6b program to support the construction of full-scale SBA-IX treatment units. As a part of this grant, testing was conducted to optimize the SBA-IX process. This testing included investigating new-to-market resins and brine treatment and minimization efforts much in-line with the needs of this project. Chad directed and oversaw the test plans and testing for all phases of this project. As a result of these efforts, Cal Water has 8 full-scale SBA-IX systems that have been operational since 2016.

**California American Water, Cr-6 Compliance and Implementation, Sacramento, CA:** California American Water (CAW) has seven groundwater wells above the 10 µg/ Cr-6 MCL. Corona investigated compliance strategies including blending, well modification, and treatment alternatives. This desktop evaluation identified SBA-IX as CAW's most effective compliance solution, which was then confirmed via site specific pilot testing. The water quality of CAW's Cr-6 impacted wells are ideally suited for SBA-IX treatment since the background water quality matrix, specifically nitrate and sulfate, are relatively low. However, CAW's wells are generally located on small parcels which would make the implementation of this treatment difficult if not impossible without the acquisition of additional property. In response to this constraint, Corona recommended SBA-IX be implemented in a nonregenerable mode, which to our knowledge has yet to be permitted in California for this purpose. Corona has since assisted with the

procurement, design, and permitting of the full-scale installations which began operating in 2017. Since the full-scale systems have been online, Corona has continued their support of CAW by pilot testing the Purolite Lewatit TP107 and Purolite PWG600E2 SBA-IX resins as potential alternatives to the Purolite A600E 9149 which is currently in use. As a result of these efforts, CAW has elected to replace the resin at one of their sites with the Lewatit product as this product should result in significant cost savings.

**Stannous Pilot Testing for Hexavalent Chromium Compliance, Coachella Valley Water District, CA:** The Coachella Valley Water District (CVWD) engaged Corona to evaluate treatment alternatives for 30 wells that required treatment to comply with the former Cr-6 MCL of 10 µg/L. This included an analysis of traditional treatment techniques, such as strong base anion exchange (SBA-IX) and ferrous facilitated reduction/ coagulation/ filtration that are proven technologies for Cr-6 removal. Over the course of this project, Corona's advances in stannous chloride research led to CVWD placing their planned strong base anion exchange (SBA-IX) treatment designs on hold to evaluate the use of stannous chloride for Cr-6 compliance. This investigation included bench-, pilot- and full-scale demonstrations of the application of stannous chloride for Cr-6 reduction to Cr-3.

*Additional Cr-6 project experience and list of relevant project experience available upon request.*

#### Relevant Publications and Presentations

- Tarrah Henrie, Sarah Plummer, John Orta, Steve Bigley, Craig Gorman, Chad Seidel, Kyle Shimabuku, Haizhou Liu, Full-scale demonstration testing of hexavalent chromium reduction via stannous chloride application, AWWA Water Science, 10.1002/aws2.1136, 1, 2, (2019).
- Plummer, Sarah; Gorman, Craig; Henrie, Tarrah; Shimabuku, Kyle; Thompson, Robert; Seidel, Chad. (2018). Optimization of strong-base anion exchange O&M costs for hexavalent chromium treatment. Water Research. 139. 10.1016/j.watres.2018.04.011.
- Moffat, Ivy; Martinova, Nadia, Seidel, C., Thompson, C. (2018), Hexavalent Chromium in Drinking Water. Journal - American Water Works Association, 110: E22-E35. doi: 10.1002/awwa.1044
- Li, X. , Green, P. G., Seidel, C. , Gorman, C. and Darby, J. L. (2016), Chromium Removal From Strong Base Anion Exchange Waste Brines. Journal - American Water Works Association, 108: E247-E255. doi:10.5942/jawwa.2016.108.0049
- Li, X. , Green, P. G., Seidel, C. , Gorman, C. and Darby, J. L. (2016), Meeting California's Hexavalent Chromium MCL Using Strong Base Anion Exchange Resin. Journal - American Water Works Association, 108: E474-E481. doi:10.5942/jawwa.2016.108.0112
- Gorman, C. , Seidel, C. , Henrie, T. , Huang, L. and Thompson, R. (2016), Pilot Testing Strong Base Anion Exchange for CrVI Removal. Journal - American Water Works Association, 108: E240-E246. doi:10.5942/jawwa.2016.108.0028
- Seidel, C., Gorman, C., Ghosh, A., Dufour, T., Mead, C., Henderson, J., Li, X., Darby, J., Green, P., McNeill, L., Clifford, D., 2014. Hexavalent Chromium Treatment with Strong Base Anion Exchange, Water Research Foundation, Project No. 4488. Denver, CO.
- Seidel, C., Najm, I., Blute, N., Corwin, C., Wu, X., "National and California Treatment Costs to Comply with Potential Hexavalent Chromium MCLs" *Journal of the American Water Works Association*, June 2013.
- Seidel, C., Corwin, C., "Total Chromium and Hexavalent Chromium Occurrence Analysis" *Journal of the American Water Works Association*, June 2013.
- McGuire, M.J., Blute, N.K., Seidel, C., Qin, G., Fong, L., "Pilot-Scale Studies of Hexavalent Chromium Removal from Drinking Water," *Journal of the American Water Works Association*, Vol. 98, No. 2, February 2006.

Mr. Gorman has nearly 20 years of experience dedicated to the treatment of inorganic contaminants in drinking water. Craig has led technology selections, bench- and pilot-scale evaluations, cost estimating and design efforts for inorganic contaminants including hexavalent chromium [Cr-6], arsenic, nitrate, fluoride, boron, uranium, and radium. Specific to Cr-6 treatment, Craig led the development and implementation of pilot testing programs that have revolutionized the treatment market place for technologies such as regenerable strong base anion exchange, non-regenerable ion exchange, and reduction coagulation filtration. Recently, Craig was Corona's technical lead for a pilot study that investigated the use of stannous chloride without filtration. This study exposed significant concerns for the long-term use of this approach for Cr-6 compliance purposes.



### Licenses

Registered Professional Engineer – Colorado PE 43422

### Education

M.S. Civil Engineering, University of Colorado at Boulder, Boulder, CO, August 2005

Thesis Title: "Initial Measurements and Test System Development for Evaluation of a Novel, Hybrid Reverse Osmosis-Electrodialysis Process"

B.S. Environmental Science, State University of New York at Plattsburgh, Plattsburgh, NY, December 1999

### Representative Projects

**Stannous Chloride Evaluation for Reduction of Cr-6, California Water Service, Dixon CA:** The application of stannous chloride ( $\text{SnCl}_2$ ) an NSF certified corrosion inhibitor has been considered a potential compliance alternative for hexavalent chromium (Cr-6) treatment. In this case,  $\text{SnCl}_2$  would be added at the wellhead where it reduces Cr-6 to trivalent chromium (Cr-3) without filtration. This approach has been demonstrated at other utilities, and while successful at maintaining Cr-6 concentrations below the MCL, raises significant concerns with regards to the fate, accumulation, and potential release of chromium in the distribution system or premise plumbing.

To this end, Corona designed a simulated system using representative pipe materials to better understand the degree of chromium accumulation that can be expected. The system also includes in-home appurtenances such as sediment filters and water filters to better understand how these items may be impacted by  $\text{SnCl}_2$  treated water. The results showed significant accumulation of both tin and chromium on pipe surfaces, fouling of in-home filtration devices, and several samples with total chromium results more than 50 times greater than the regulated limit. This study has prompted the client to proceed with reduction coagulation filtration for Cr-6 compliance.

**Hexavalent Chromium Reduction Coagulation Filtration Optimization, City of Watsonville, CA:** The City of Watsonville, CA has five wells with Cr-6 in excess of the  $10 \mu\text{g/L}$  MCL. A desktop evaluation identified reduction coagulation filtration (RCF) as the most cost-effective solution given the City's ability to discharge the iron laden backwash water directly to sewer. That said, significant cost savings could be realized if the instantaneous backwash volume could be minimized, eliminating the need for increasing the sewer capacity. This opportunity was explored through on-site pilot testing that investigated alternative media configurations. The testing identified a media design that operates at twice the hydraulic loading rate and half the backwash rate of traditional sand and anthracite media, resulting in 75% decrease in the instantaneous backwash volume. The anticipated cost savings resulting from the pilot testing are estimated to be in excess of \$5M (2017 dollars).

**Hexavalent Chromium Treatment Implementation, California Water Service, CA:** Corona completed a Cr-6 treatment study for California Water Service (Cal Water). This study addressed the treatment needs for three of

Cal Water's districts that are heavily impacted by the Cr-6 MCL, including wells in Willows, Dixon and the Salinas service areas. In total, the water quality and site-specific constraints of 27 wells were evaluated and Cr-6 treatment recommendations were made. Based upon historical water quality and operational preferences, strong base anion exchange was found to be the low-cost alternative for all but one of wells requiring treatment.

Cal Water, with Corona as a technical lead, applied for and was awarded a \$5 million grant from the Proposition 50, Chapter 6b program to support the construction of full-scale SBA-IX treatment units. As a part of this grant, testing was conducted to optimize the SBA-IX process. This testing included investigating new-to-market resins and brine treatment and minimization efforts much in-line with the needs of this project. Craig led the development and execution of the test plans for all phases of this project. As a result of these efforts, Cal Water has 8 full-scale SBA-IX systems that have been operational since 2016.

**California American Water, Cr-6 Compliance and Implementation, Sacramento, CA:** California American Water (CAW) has seven groundwater wells above the 10 µg/ Cr-6 MCL. Corona investigated compliance strategies including blending, well modification, and treatment alternatives. This desktop evaluation identified SBA-IX as CAW's most effective compliance solution, which was then confirmed via site specific pilot testing. The water quality of CAW's Cr-6 impacted wells are ideally suited for SBA-IX treatment since the background water quality matrix, specifically nitrate and sulfate, are relatively low. However, CAW's wells are generally located on small parcels which would make the implementation of this treatment difficult if not impossible without the acquisition of additional property. In response to this constraint, Corona recommended SBA-IX be implemented in a non-regenerable mode, which to our knowledge has yet to be permitted in California for this purpose. Corona has since assisted with the procurement, design, and permitting of the full-scale installations which began operating in 2017. Since the full-scale systems have been online, Corona has continued their support of CAW by pilot testing the Purolite Lewatit TP107 and Purolite PWG600E2 SBA-IX resins as potential alternatives to the Purolite A600E 9149 which is currently in use. As a result of these efforts, CAW has elected to replace the resin at one of their sites with the Lewatit product as this product should result in significant cost savings.

*Additional Cr-6 project experience and other relevant project experience available upon request.*

### Relevant Publications

- Gorman, C., Kennedy, A., Samson, C., Plummer, S., Townsend, E., Seidel, C. (2023), Improvements in the Reduction Coagulation Filtration Process for Hexavalent Chromium Treatment. AWWA Water Science, doi.org/10.1002/aws2.1315
- Li, X. , Green, P. G., Seidel, C. , Gorman, C. and Darby, J. L. (2016), Chromium Removal From Strong Base Anion Exchange Waste Brines. Journal - American Water Works Association, 108: E247-E255. doi:10.5942/jawwa.2016.108.0049
- Li, X. , Green, P. G., Seidel, C. , Gorman, C. and Darby, J. L. (2016), Meeting California's Hexavalent Chromium MCL Using Strong Base Anion Exchange Resin. Journal - American Water Works Association, 108: E474-E481. doi:10.5942/jawwa.2016.108.0112
- Plummer, Sarah & Gorman, Craig & Henrie, Tarrah & Shimabuku, Kyle & Thompson, Robert & Seidel, Chad. (2018). Optimization of strong-base anion exchange O&M costs for hexavalent chromium treatment. Water Research. 139. 10.1016/j.watres.2018.04.011.
- Gorman, C. , Seidel, C. , Henrie, T. , Huang, L. and Thompson, R. (2016), Pilot Testing Strong Base Anion Exchange for CrVI Removal. Journal - American Water Works Association, 108: E240-E246. doi:10.5942/jawwa.2016.108.0028
- Seidel, C., Gorman, C., Ghosh, A., Dufour, T., Mead, C., Henderson, J., Li, X., Darby, J., Green, P., McNeill, L., Clifford, D., 2014. Hexavalent Chromium Treatment with Strong Base Anion Exchange, Water Research Foundation, Project No. 4488. Denver, CO.

Anthony is a water process engineer at Corona and has 10 years of experience as a drinking water and water reuse engineer specializing in advanced water treatment processes such as adsorption, ion exchange, and membrane separation. With the City of Longmont, Denver Water, US Bureau of Reclamation, and Corona, Anthony has performed and led alternative treatment assessments, modeling, water quality assessments, bench- and pilot-scale evaluations, applied research, budgetary cost estimating, and conceptual design efforts for drinking water and water reuse projects that have addressed organic matter, organic micropollutants including per- and polyfluoroalkyl substances, total dissolved solids, taste and odor causing compounds, metals, arsenic, radium, nitrate, selenium, hexavalent chromium, fluoride, and disinfection byproducts.



**Licenses**

Registered Professional Engineer – Colorado (52405)

**Education**

B.S./M.S./Ph.D. – Civil Engineering, University of Colorado Boulder, 2013

**Representative Projects**

**Arsenic and Hexavalent Chromium Removal Alternatives Assessment, Oak Hills/Salinas Hills/Stockton, CA:** A total of three separate water systems owned and operated by California Water Service were concerned with the presence of arsenic and hexavalent chromium concentrations above existing and anticipated maximum contaminant levels, respectively, in their groundwater sources. In addition to evaluating raw groundwater quality, treatment assessments were performed for coagulation filtration, adsorption, strong base anion exchange, and ferrous iron reduction coagulation filtration. In collaboration with Water Works Engineers, LLC, preliminary lifecycle cost estimates and layouts for several treatment alternatives at each water system were developed. California Water Service is expected to move forward with full-scale design of recommended treatment systems at all three water systems. Anthony served as Corona’s technical lead.

**Hexavalent Chromium Treatment Roadmap and Conceptual Design, Indio, CA:** In preparation for a new hexavalent chromium maximum contaminant level, Indio Water Authority engaged Corona to evaluate water quality and treatment alternatives for 20 groundwater wells. Strong base anion exchange, both regenerable and non-regenerable, ferrous iron reduction coagulation filtration, and stannous chloride reduction were evaluated in terms of water quality, equipment, operation, and well site space constraints. Ultimately, where strong base anion exchange was not already in operation, ferrous iron reduction coagulation filtration was recommended as the treatment alternative for most well sites due to ease of operation and reliability. Indio Water Authority plans to move forward assuming ferrous iron reduction coagulation filtration will be implemented at several well sites, both individually and centralized, upon promulgation of a new hexavalent chromium maximum contaminant level. As part of that effort, Corona teamed with Water Works Engineers, LLC to develop conceptual designs and pre-purchased equipment specifications for four ferrous iron reduction coagulation filtration treatment systems. Bench-scale testing was also performed to inform conceptual designs. Anthony served as Corona’s co-project manager and technical lead.

**Stannous Chloride Evaluation, Dixon, CA:** In California Water Service’s Dixon water system, hexavalent chromium was present in three active groundwater wells above the anticipated California State Water Resources Control Board Division of Drinking Water maximum contaminant level of 10 µg/L. These three wells remove hexavalent chromium to below the anticipated MCL using regenerable strong base anion exchange prior to distribution. However, a newly constructed but inactive well had hexavalent chromium above the anticipated maximum contaminant level of 10 µg/L and was not equipped with any treatment system. California Water Service engaged Corona to investigate the feasibility of using stannous chloride without subsequent filtration to reduce hexavalent chromium to trivalent chromium prior to distribution. Bench- and pilot-scale tests were performed that evaluated required doses, reduction times, pipe materials, and typical premise plumbing fixtures. This testing is expected to support California Water Service’s decision on whether to use stannous chloride in the Dixon water system.

Brittany Gregory is a Water Process Engineer at Corona Environmental Consulting, where she focuses on drinking water treatment selection through alternative treatment assessments, along with treatment process optimization supported by bench- and pilot scale testing. Brittany has led or supported numerous pilot-scale studies in California, most recently a pipe loop study completed to better understand the fate of stannous chloride when used as a reductant for hexavalent chromium treatment in the absence of filtration. Brittany also has extensive experience in large data management, data visualization tools, and treatment process modelling.



**Education**

MASc., Civil and Resource Engineering, Dalhousie University, Halifax, NS, 2017  
BScE., Geological Engineering, University of New Brunswick, Fredericton, NB, 2015

**Licenses**

*Professional Engineer – New Brunswick M8556*

**Representative Projects**

**Stannous Chloride Evaluation, California Water District, CA:** California Water Service’s (CalWater) Dixon Water system has multiple groundwater sources with hexavalent chromium at concentrations exceeding the anticipated California State Water Resources Control Board Division of Drinking Water (DDW) maximum contaminant level (MCL) of 10 µg/L. Three of these wells utilize regenerable strong base anion exchange to remove hexavalent chromium to below the anticipated MCL; however, a newly constructed groundwater well with elevated hexavalent chromium is not yet equipped with treatment. CalWater contracted Corona to determine the feasibility of applying stannous chloride without filtration to reduce hexavalent chromium to trivalent chromium to achieve the anticipated MCL prior to distribution. Both bench-scale and pilot-scale testing was completed to evaluate the required stannous chloride doses and reduction times to achieve sufficient hexavalent chromium reduction, along with its impact on various pipe materials and typical premise plumbing fixtures. The results obtained from this study are expected to support CalWater’s decision on whether to use stannous chloride at the Dixon system.

**Larkfield Water Treatment Plant Filter Pilot Study, California American Water, CA:** California American Water (CAW)’s Larkfield Water Treatment Plant consolidates the treatment of four groundwater wells with elevated iron, manganese, and arsenic. Current treatment consists of the addition of ferric chloride, sodium hypochlorite, and potassium permanganate to remove arsenic, iron, and manganese to below their respective regulatory limits through a coagulation greensand-filtration process. CAW approached Corona to develop and execute a filter pilot study to evaluate whether permanganate could be replaced by sodium hypochlorite to continuously regenerate their greensand media while still achieving their finished water quality goals. The pilot study was also used to evaluate alternative media configurations, as well as validate increased ferric chloride doses for additional arsenic removal. Brittany created the pilot test plan, erected the pilot system, and trained operations staff to complete the daily sampling requirements. Based on the pilot study results, Brittany developed a full-scale demonstration protocol to confirm the long-term capability of sodium hypochlorite to continuously regenerate greensand media. Corona continues to support the full-scale demonstration efforts and will update the site’s operation and maintenance plan upon receiving a permit amendment from DDW.

**NWTP Long Term Water Quality Strategies, Town of Gilbert, AZ:** The Town of Gilbert engaged Corona as the technical advisor for the design of a new water treatment facility to replace their existing North Water Treatment Plant. The primary drivers for the new plant include existing infrastructure deficiencies, high disinfection byproduct (DBP) formation from their surface water sources, along with the need for flexible processes to treat highly variable source waters. Brittany is acting as the assistant project manager for Corona, is overseeing the data management and analysis for the project, along with the subsequent performance model that will help predict key performance parameters at the new facility. She has also planned and executed a 15-month pilot study that is being used to optimize the selected treatment processes, calibrate the performance model, and confirm the treatment changes will not result in the need for additional corrosion studies with the local regulators. Brittany has also developed an interactive dashboard to visualize historical treatment and water quality data, along with modelled treatment projections based on the pilot study data.

## ANDREW BORGIC, P.E.

### Project Manager



#### Education

M.S. – Civil/Environmental Eng.  
University of CA, Davis (2007)  
B.S. - Civil Engineering,  
CA State University, Chico (2004)  
B.S. – Mechanical Engineering,  
CA State University, Chico (2004)

#### Years of

Experience  
17 years with  
the firm / 20  
years total

#### Registration

Registered Civil  
Engineer  
California - C73792  
Certified QSP

#### Memberships

CWEA  
AWWA

Mr. Borgic is a water/wastewater process design engineer with over 20 years of experience in large and small civil infrastructure (water and wastewater treatment) projects, including feasibility studies, alternatives analyses, and design for treatment plant upgrades and modifications. His design experience includes preliminary design reports and preparation of final plans and specifications for water and wastewater treatment plant or pump station projects. Typical duties include technical report preparation, preparation of contract drawings and specifications, cost estimate preparation, contractor interaction, field visits, inspections, and engineering services during construction.

### **REPRESENTATIVE PROJECT EXPERIENCE**

**Indio Water Authority - Hexavalent Chromium Treatment Concept Development and Conceptual Design – Indio, CA (Conceptual Design)** Mr. Borgic provided preliminary design services in collaboration with Corona Environmental Consulting for the treatment of hexavalent chromium utilizing ferrous iron reduction coagulation filtration (RCF) and/or strong-base anion exchange at two well treatment plants and two individual well sites. WWE developed filtration and chemical feed system sizing, assisted with site layouts, conceptual level cost estimates, and evaluated backwash waste alternatives based on hard and soft cost analysis. WWE drafted a procurement specification for the pre-purchase of the treatment system so the design and construction could be performed.

**Eastern Municipal Water District – Plant 134 GAC Improvements Project – Highland, CA (Design/Build)** Mr. Borgic performed project management duties in the design and engineering construction management duties for the project. The purpose of the project was to reduce disinfection byproduct (DBP) precursors in the form of total organic carbon (TOC) from the treated water post-membrane treatment prior to disinfection. To accomplish this, a new 4-mgd side-stream granular activated carbon (GAC) system was designed and constructed at the existing WTP, in addition to access improvements to facilitate the large carbon delivery vehicles.

**Golden State Water Company – Southwest Well Improvements Project – Torrance, CA (Design-Build)** Mr. Borgic was the Project Manager on this design-build project which included the design and construction of treatment facilities to address water quality concerns at four different wellsites (7 wells total): 129<sup>th</sup> St, Belhaven, Southern, and Doty. The new treatment facilities include: chlorine contact tanks, pyrolusite media filtration systems, filter backwash tanks, dissolved oxygen augmentation, and chemical feed improvements.

**Cal Water – Dominguez 215/216 Improvements Project – Carson, CA (Design)** Mr. Borgic performed project management duties in the design for the Dominguez 215/216 Project. The purpose of the project is to centralize treatment of two existing drinking water wells and improve water quality in the system. The project includes the following improvements: piping and control valves to centralize treatment, baffled chlorine contact pressure vessels, liquid oxygen storage and feed system, and chemical feed system improvements. The new treatment facilities will be rated for 2,700-gpm. The project will also include flow control and pressure sustaining valves, to allow for the finished water to be split between two distributions systems.



**Cal Water – Dominguez 272 Well Improvements Project – Compton, CA (Design)** Mr. Borgic performed project management duties in the design for the Dominguez 272 Project. The purpose of the Project is to address water quality concerns in the system including: color and odor; methane; hydrogen sulfide; and low dissolved oxygen in the system water. The Project included the design of the following improvements at the existing wellsite: well pump, air stripper system for methane and hydrogen sulfide removal, booster pumps, chlorine contact tank, and chemical feed system.

**California Water Service - Dominguez Well 275 Treatment Facilities Project – Carson, CA (Study/Design/CM)** Mr. Borgic provided preliminary engineering analysis, design, and services during construction to bring Well 275-01 back into operation while meeting CWS's water quality goals including color, odor, sulfide and methane removal from the groundwater and the reduction of total trihalomethanes in the finished water. Mr. Borgic performed a cost/performance analysis for a range of treatment options that would meet or exceed their project goals. The facility improvements at Well 275-01 (800-gpm) utilizes the following process train: basket strainers, air stripping, gas scrubbers, booster pumps, ion exchange and disinfection through chloramination.

**California Water Service - Dominguez Well 294 Treatment Facilities Project – Long Beach, CA (Study/Design/CM)** Mr. Borgic provided preliminary engineering analysis, design, and services during construction to bring Well 294-01 back into operation while meeting CWS's water quality goals including color, odor, sulfide and methane removal from the groundwater and the reduction of total trihalomethanes in the finished water. Mr. Borgic performed a cost/performance analysis for a range of treatment options that would meet or exceed their project goals. The facility improvements at Well 294-01 (1,200-gpm) utilizes the following process train: basket strainers, air stripping, gas scrubbers, booster pumps, ion exchange and disinfection through chloramination.

**Golden State Water Company Southern Well No. 6 Manganese Treatment Gardena, CA (Design/Build)** Mr. Borgic was the Project Manager for the planning, design of a new Mn Treatment Facility that includes, 1,000 gpm ATEC Pressure Filter System, 40,000-gallon Backwash Tank, New aqueous ammonia and fluoride injection point and 110-gpm Decant Pump Station (Backwash recycle).

**City of Pomona – Chino Basin VOC Plant Project – Pomona, CA (Design-Build)** Mr. Borgic oversaw the mechanical piping, structural improvements, and site civil design for the installation of three (3) dual 12-ft diameter GAC, skid mounted adsorption systems at three separate well sites for the removal of TCE, PCE and 1,1-DCE. Each adsorption system is run in lead-lag operation with a design flowrate of 1,100-gpm.

**City of Torrance North Well Field Project Phase III Design Build Project – Torrance, CA (Design-Build)** Mr. Borgic was the Project Manager on this design-build project in which the City is expanding its groundwater pumping, storage and treatment capacity to obtain the City's full groundwater allotment and provide sufficient reserve capacity to participate in conjunctive use and enable additional groundwater extractions during a drought or emergency. The project includes demolition of an existing well, storage tank and chemical system, and construction of two new wells, a 2.5-MG prestressed concrete tank (mostly buried), Utility Building with booster pumps, chemical storage and feed systems, office and lab space, electrical room, restroom, and associated site improvements.

**City of Oceanside – Robert A. Weese Water Filtration Plant, Chemical Facilities Upgrades Design-Build Project – Vista, CA (Design-Build)** Mr. Borgic served as the Engineering Project Manager and Project Quality Manager for the replacement and upgrade of 7 chemical feed systems at the 25-mgd surface water treatment facility. The design-build project includes the design, permitting, construction, and start-up of the following chemical feed systems, aluminum sulfate, aqueous ammonia, sodium hydroxide, sodium hypochlorite, sulfuric acid, anionic polymer, and cationic polymer. Each chemical facility includes the design and construction of the chemical truck delivery system, chemical tanks, secondary containment, feed pumps, and the associated piping, valves, and control



## Herb Durbin, PE

### Project Engineer



<u>Education</u>	<u>Years of Experience</u>	<u>Registration</u>	<u>Memberships</u>
B.S. - Civil Engineering, Arizona State University (2000)	9 years with the firm/ 23 years total	Registered Civil Engineer: Arizona - 43538	AWWA AZ Water

Mr. Durbin is a Project Engineer with over 23 years of experience in civil and environmental engineering. He specializes in ground and surface water quality and water treatment plant design and optimization. Mr. Durbin has acted in a number of water quality studies and assisted in the designs of numerous large Coagulation Filtration and Adsorption Arsenic treatment facilities.

### **Representative Project Experience**

- Indio Water Authority - Hexavalent Chromium Treatment Concept Development and Conceptual Design – Indio, CA (Project Engineer)** Mr. Durbin provided preliminary design services in collaboration with Corona Environmental Consulting for the treatment of hexavalent chromium utilizing ferrous iron reduction coagulation filtration (RCF) and/or strong-base anion exchange at two well treatment plants and two individual well sites. Mr. Durbin developed filtration and chemical feed system sizing, assisted with site layouts, conceptual level cost estimates, and evaluated backwash waste alternatives based on hard and soft cost analysis. Mr. Durbin drafted a procurement specification for the pre-purchase of the treatment system so the design and construction could be performed.
- Engineering Services for Design and Construction of Municipal Water Supply Wells Arsenic Reduction Facilities, Lathrop, CA (Project Engineer)** Mr. Durbin, as project engineer, designed arsenic treatment processes for six of the City's drinking water wells. As part of this project, we prepared an Engineering Report as a requirement of the Safe Drinking Water State Revolving Fund (SDWSRF) application. Our team recommended coagulation filtration at a centralized facility to treat five of the impacted wells for a total flow of 6,250 gpm (9 MGD). Conducted detailed analyses of design alternatives to determine the most optimal facility configuration including pH adjustment with CO<sub>2</sub> carbonic acid feed and aeration for CO<sub>2</sub> stripping, finished water equalization and booster pumping, and residuals handling equipment including a filter press to facilitate virtually 100% recycle of water through the treatment system. The arsenic treatment equipment was procured through a supplier pre-selection contract that was ultimately pre-purchased and provided to the general contractor for installation.
- Engineering Services for Design of the Arsenic Mitigation Project Water Treatment Facility, Keyes Community Services Water District, CA (Project Engineer)** Mr. Durbin, as project engineer, designed arsenic treatment processes for Districts drinking water wells. As part of this project, we prepared an Engineering Report as a requirement of the Safe Drinking Water State Revolving Fund (SDWSRF) application. Our team recommended coagulation filtration at a centralized facility to treat the four impacted wells. Conducted detailed analyses of design alternatives to determine the most optimal facility configuration including piping, finished water equalization and booster pumping, and residuals handling equipment including a filter press to facilitate virtually 100% recycle of water through the treatment system. The arsenic treatment equipment was procured through a supplier pre-selection contract that was ultimately pre-purchased and provided to the general contractor for installation.
- Arizona American Water, Paradise Valley Arsenic Removal Facility (Project Engineer)** Arizona American Water (Currently EPCOR) owns and operates the water system serving portions of the Town of Paradise Valley and the City of Scottsdale. Water is supplied from a total of seven wells located throughout the service area. Due to the wells' naturally occurring arsenic levels, treatment is required to ensure that arsenic concentrations in the finished water will be consistently below the pending MCL.
- The Paradise Valley Arsenic Removal Facility (PVARF) has been designed and constructed under the design-build process by the design-build team with DL Norton. This facility consolidates water from multiple well sources and treats the water using a coagulation-filtration process in a split stream mode of operation to produce a blended water quality containing not more than 8 µg/L of arsenic with full solids handling.



<u>Education</u>	<u>Years of Experience</u>	<u>Registration</u>	<u>Memberships</u>
M.S. – Chemical Engineer, University of Idaho (2017)	2 years with the firm/ 5 years total	Registered Civil California - 95839	AWWA
B.S. - Chemical Engineering, University of Idaho (2015)			
B.S. – Chemistry, University of Idaho (2015)			

Ms. MacLean has gained experience in drinking water design projects, including pipeline and groundwater treatment plant projects. Typical duties have included development of design specifications, cost-estimate preparation, preliminary design development and reporting, chemical feed and storage facility sizing, stormwater and LID design, and construction submittal reviews.

**Representative Project Experience**

**Indio Water Authority - Hexavalent Chromium Treatment Concept Development and Conceptual Design – Indio, CA (Design)**

Ms. MacLean is providing preliminary design services in collaboration with Corona Environmental Consulting for the treatment of hexavalent chromium utilizing ferrous iron reduction coagulation filtration (RCF) and/or strong-base anion exchange at two well treatment plants and two individual well sites. Ms. MacLean has developed site layouts, conceptual level cost estimates, and has evaluated backwash waste alternatives based on hard and soft cost analysis.

**Cal Water - Per-and Polyfluoroalkyl Substances (PFAS) Treatment Evaluation – Visalia & Bakersfield, CA (Design)**

Ms. MacLean provided preliminary design services in collaboration with Corona Environmental Consulting for the PFAS treatment of three groundwater wells. The project included the evaluation of treatment alternatives for the removal of PFAS in three wells ranging in flow from 600-1,350-gpm. Ms. MacLean evaluated treatment alternatives based on hard and soft cost analysis for non-regenerable strong base anion exchange and granular activated carbon. She developed site layouts for each treatment alternative at each site and developed conceptual level capital and operations & maintenance cost estimates.

**Cal Water - Dominguez Well 215-216 Well Improvements– Carson, CA (Design)**

Ms. MacLean provided engineering design support for the Dominguez Well 215-216 Well Improvement project. The purpose of the project is to centralize treatment of two existing drinking water wells and improve water quality in the system. The project includes the following improvements: piping and control valve to centralize treatment, baffled chlorine contact pressure vessels, liquid oxygen storage and feed system, chemical feed improvements. The new treatment facility will be rated for 2,700-gpm.

**City of Torrance – Design-Build North Torrance Well Field Project (NTWFP) – Torrance, CA (Design-Build)**

Ms. MacLean is providing engineering support services to the design-build contractor, Pacific Hydrotech, for the NTWFP, which includes three 3,000-gpm wells (one existing), 2.5-MG prestressed concrete tank, chemical feed systems, 10,000-gallon hydropneumatics tank and a 9,000-gpm booster pump station. Ms. MacLean has developed a test plan and is overseeing testing for hydrogen sulfide removal from the tank. She is also developing conceptual design for manganese removal using greensand filtration.



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve recommended adjustments to the Community Field Use Program.

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**STAFF RECOMMENDATION:**

Approve recommended adjustments to the Community Field Use Program.

**EXECUTIVE SUMMARY:**

In 2011, facility user fees were adopted and implemented. Since 2011, lighted field use has required users to obtain a facility field use permit and pay the corresponding facility field use and field lighting rates. In response to Council requests community field use options were evaluated by staff. In 2017, City Council approved a Community Field Use Program be established for Fridays at all Bagdouma Park and Saturdays and Rancho Las Flores Park sports fields from dusk to 10pm.

In 2020, the Community Field Use Program was approved as follows:

- Bagdouma Park
  - o Mondays, Wednesdays, Fridays, Saturdays
- Rancho Las Flores Park
  - o Tuesdays, Wednesdays, Thursdays, Saturdays

In 2017 and 2020 when this program was established it was created to provide free field lighting to league and non-league teams; none of the established Community Field Use days resulted in conflicts to any field use by leagues. At the October 2023 Parks and Recreation Commission Meeting both soccer leagues identified that the Community Field Use schedule is restricting league play for youth and adult games.

On November 20, 2023, at the request of both soccer leagues (CVSL and CYSAS) city staff meet with the community group members and leadership from both soccer leagues to discuss amendments to the existing Community Field Use Schedule. The primary concerns discussed during this meeting are listed below:

- Community Field Use Days were originally created when field use and lights were provided based on a fee; these were requested originally to provide practice days for the community without a fee. The use has now changed as no fees are charged to anyone for field or field light use.
- Currently, both leagues are reporting that travel teams (most of which charge youth for team entry) are reserving much of the available community field use days. Thus, the community field use days are not being used by the community as much as it is by organized travel teams that are also members of both soccer leagues.
- CVSL is reporting the current community field use days at RLF are not allowing them to schedule youth games as youth games need to be scheduled in the early evening and CVSL only has Mondays for those games (Tuesday, Wednesday and Thursday are Community days at RLF). These concerns were also discussed at the following meetings: February 14, 2024, February 28, 2024 and April 15, 2024 Study Session.

To resolve the noted concerns, below are the recommended amendments to the Community Field Use Program days which were agreeable to all parties present at the Study Session on April 15, 2024:

1. Community days after 8:15pm field uses would revert to MOU use from 8:15pm-10:30pm at both RLF and Bagdouma.
2. Fridays, field 4, at Bagdouma Park revert to MOU use.
3. Saturdays at RLF Park and Bagdouma Park be MOU use.

Bagdouma Park

- Mondays – Comm Day
  - MOU use after 8:15pm
  - MOU fields F3 & F4
- Tuesdays - MOU
- Wednesdays – Comm Day
  - MOU use after 8:15pm
  - MOU fields F3 & F4
- Thursdays - MOU
- Fridays – Comm Day
  - MOU use after 8:15pm
  - MOU Field 4
- Saturdays - MOU
- Sundays - MOU

Rancho Las Flores Park

- Mondays - MOU
- Tuesdays – Comm Day
  - MOU use after 8:15pm
- Wednesdays – Comm Day
  - MOU use after 8:15pm
- Thursdays – Comm Day
  - MOU use after 8:15pm
- Fridays - MOU
- Saturdays - MOU
- Sundays - MOU

Staff supports the above edits identified to the Community Field Use Program.

**FISCAL IMPACT:**

None.



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Execution of the Twelfth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues.

**STAFF RECOMMENDATION:**

Execution of the Twelfth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues.

**BACKGROUND:**

Since 2007, the City has entered into a Memorandum of Understanding (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information pertaining to Bagdouma Park and Rancho Las Flores Park: league season (months of the year available), days of use during the identified league season and area of the park available to the league use during their identified season.

**DISCUSSION/ANALYSIS:**

Based on feedback and direction provided to staff at the February 28<sup>th</sup> City Council Meeting and April 15<sup>th</sup> Study Session, staff is presenting the attached Amendment No. 12 to the Memorandum of Understanding (MOU) with the Sport Leagues for approval. Below are the two edits reflected in the attached twelfth Amendment:

- Edits to Section 2.2 of the MOU moving facility use of Bagdouma Park Field 4 to Coachella Valley Soccer League (CVSL) during the months of January – May 31.
- Edits to Section 2.3 of the MOU removing facility use of Bagdouma Park Field 4 from Coachella Sports Youth Association Soccer (CYSAS).

**FISCAL IMPACT:**

Recommended action will not have a fiscal impact.

Attachments: MOU Twelfth Amendment (Proposed)

**TWELFTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COACHELLA AND THE SPORTS LEAGUES**

This Memorandum of Understanding (hereinafter “MOU”) is made on May xx, 2024, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Youth Baseball & Softball Association (hereinafter “CYBSA”), Coachella Valley Soccer League (“CVSL”), Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”) and Coachella Little Arabs Youth Football (hereinafter “CLAYF”), hereinafter also referred to individually as a “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park, and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CYBSA is a youth sports league operating its baseball and softball sports leagues within the City of Coachella, specifically using Bagdouma Park during their sports season which runs from February 1 to May 31, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CLAYF is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Bagdouma Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, the past use of Parks by CYBSA, CVSL, CYSA-S, and CLAYF (collectively, "Sports Leagues") have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports League must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CYBSA, CVSL, CYSA-S, and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, and CLAYF mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved Facility Use Permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate Facility Use Permit.

2.1. CYBSA shall have access to the areas of Bagdouma Park described as area A and B in Exhibit 1 attached hereto and incorporated herein by this reference, from February 1 to May 31, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 and area C3 in Exhibit 1, as permitted by the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) September 18 to November 19 : Exhibit 2 areas C1, C2 and C3;
- 2) January 10 to May 31: Exhibit 2 areas C1, C2, C3 and Exhibit 1 area C3;
- 3) June 1 to July 31: Exhibit 2 area C1, C2 and C3;
- 4) August 1 – October 31; Exhibit 1 area D (Bagdouma Field 4 ) only Mondays, Wednesdays and Sundays.

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C in Exhibit 1 and as reflected in the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) September 18 to November 19 : Exhibit 1 areas C;
- 2) January 10 to May 31: Exhibit 1 areas C and C3;
- 3) June 1 to July 31: Exhibit 1 areas C;
- 4) August 1 – October 31; Exhibit 1 area D (Bagdouma Field 4) only Tuesdays, Thursdays and Saturdays.

2.4. CLAYF shall have access to the area of Bagdouma Park described as area C3 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.5. At all other times and dates not described in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C1", "C2" and "C3" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are

not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.6. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.7. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. No Sport League can obtain facility use permits for non-season play if it will result in issuance of permitted facility use exceeding a nine month period. Sport League facility use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year. All non-season play requests will be evaluated individually and approved only if they can be accommodated without impacts to field conditions and existing season play field areas as identified in Section 2 of this MOU.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3) status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by

day 181 from the date of the Notice of Violation the Sports League's Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and

all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days

provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League’s Financial Audit score much improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of March 15, 2024, and shall continue in effect until June 30, 2025, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1<sup>st</sup>, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City’s Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause by giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CYBSA:  
President, Coachella Youth  
Baseball & Softball Association  
P.O. Box 1296  
Coachella, CA 92236

For CYSA-S:  
President, Coachella Youth  
Sports Association - Soccer  
P.O. Box 1323  
Coachella, CA 92236

For CLAYF  
President, Coachella Little  
Arabs Youth Football  
P.O. Box 1109  
Coachella, CA 92236

For City of Coachella:  
City Manager  
53-990 Enterprise Way  
Coachella, CA 92236

For CVSL:  
President  
51544 Cesar Chavez St. Suite 1H  
Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.

16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor.

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, CVRYFA, and CLAYF hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

**CITY OF COACHELLA:**

By: \_\_\_\_\_  
Gabriel D. Martin, Ph.D, City Manager

**COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

By: \_\_\_\_\_  
Juan Rodriguez, President

**ATTEST:**

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

**COACHELLA VALLEY SOCCER LEAGUE**

By: \_\_\_\_\_  
Manuel Montaña, President

**Approved as to form:**

By: \_\_\_\_\_  
Carlos Campos, City Attorney

**COACHELLA YOUTH SPORTS ASSOCIATION SOCCER**

By: \_\_\_\_\_  
Alma Aceves, President

**COACHELLA LITTLE ARABS YOUTH FOOTBALL**

By: \_\_\_\_\_  
Mario Gallo, President

EXHIBIT 1 – BAGDOUMA PARK



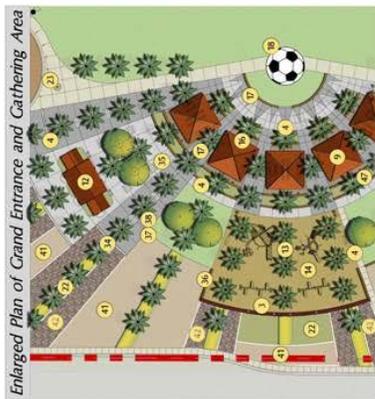
**MASTER PLAN**

**BAGDOUMA PARK**

CITY OF COACHELLA

DAVID J. DUNN  
LANDSCAPE ARCHITECTURE & PLANNING

EXHIBIT 2 – RANCHO LAS FLORES PARK



- LEGEND**
- Project Boundary
  - Phase Line
  - 1 Parking Lot (418 Spaces + 10 ADA Spaces)
  - 2 10' Wide Concrete Walks
  - 3 Park Entry Monument Sign / Wall
  - 4 Seat Wall with Stone Veneer
  - 5 Soccer Field (185' x 300')
  - 6 Soccer Field (195' x 330')
  - 7 Football Field Overlay with Removable Goal Posts
  - 8 Basketball Court
  - 9 Picnic Area Shade Structures
  - 10 Bleachers with Shade Structure
  - 11 Amphitheater with Center Stage and Turf Slope
  - 12 Prefabricated Rest Room / Concession / Storage Building
  - 13 Shaded Tot Lot with 2.5 Area and 5-12 Area
  - 14 Wood Fiber Play Surfacing
  - 15 Exercise Stations
  - 16 Interlocking Concrete Pavers
  - 17 Textured Concrete Paving
  - 18 Soccer Ball Decorative Paving
  - 19 Baseball Decorative Paving
  - 20 Underground Storm Water Detention
  - 21 Native & Low Water Use Trees and Groundcovers
  - 22 Native & Low Water Use Shrubs and Groundcovers
  - 23 Flagpole
  - 24 Baseball Field with 200' Foul Lines
  - 25 Digout with Shade Structure
  - 26 Score Keeper's Table with Shade Structure
  - 27 Volleyball Court (Sand)
  - 28 Community Building (7,000 ft<sup>2</sup>)
  - 29 Splash Pad Play Area
  - 30 Sports Field Mixer
  - 31 Sports Field Light
  - 32 Parking Lot Light
  - 33 Pedestrian Light
  - 34 Bicycle Rack
  - 35 Precast Concrete Picnic Table
  - 36 Precast Concrete Bench
  - 37 Precast Concrete Trash Receptacle
  - 38 Precast Concrete Recycling Receptacle
  - 39 Precast Concrete Soccer Ball Field Number
  - 40 Precast Concrete Baseball Field Number
  - 41 Decomposed Granite
  - 42 Rock Cobble
  - 43 Composting Station (Optional)
  - 44 Masonry Trash Enclosure
  - 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
  - 46 Concrete Bleachers
  - 47 BBQ
  - 48 Permeable Interlocking Concrete Pavers

City of Coachella  
**Master Plan**  
 Rancho Las Flores Park  
 August 9, 2011





**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve Amendment No. 2 to West Coast Arborists increasing compensation by \$50,000 for installation of trees at Bagdouma Park and approve allocation from undesignated general fund reserves for these services.

---

**STAFF RECOMMENDATION:**

Approve Amendment No. 2 to West Coast Arborists increasing compensation by \$50,000 for installation of trees at Bagdouma Park and approve allocation from undesignated general fund reserves for these services.

**EXECUTIVE SUMMARY:**

Bagdouma Park experienced impacts to its tree forest after the 2023 Hurricane Hilary Tropical Storm. To return the park to pre-storm conditions and also remove/replace trees that are struggling staff has identified over one hundred trees that are required at this park; a park that spans almost 50 acres. The tree replacements are recommended to be twenty-four inch box tree sizes to ensure the tree plantings are successful and provide shade to the park in a shorter window of time than if fifteen gallon trees were planted.

To proceed with this work staff is requesting approval of the attached Amendment No. 2 with West Coast Arborist increasing the awarded compensation by \$50,000.

**FISCAL IMPACT:**

The recommended action will have a financial impact. Staff is requesting approval of an allocation of \$50,000 from undesignated general fund reserves to the park maintenance division to allow for completion of these tasks.

Attachments:

Proposed Amendment No. 2

**Amendment No. 2 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
West Coast Arborist, Inc (WCA)**

**1. Parties And Date.**

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 24<sup>th</sup> day of April, 2024 by and between the City of Coachella ("City") and West Coast Arborist, Inc., ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

**2. Recitals.**

2.1 Agreement. City and Contractor entered into that certain Agreement for Citywide Tree Trimming Maintenance Services Agreement Project 050922 ("Agreement"), entered into on June 22, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the term of the Agreement as set forth in this Amendment No. 2.

**3. Amendments.**

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Hundred Thousand Eighty Two Dollars and Zero Cents (\$982,000.00) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.2.

3.4 Counterparts. This Amendment No.2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.2 as of the date first written above.

THE CITY OF COACHELLA

WEST COAST ARBORIST INC

By: \_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve Amendment No. 2 to Vintage Landscape to allow for repair of retention basin at Rancho Las Flores Park, increasing compensation of agreement by an additional \$65,000 and allocating this amount from undesignated general fund reserves.

**STAFF RECOMMENDATION:**

Approve Amendment No. 2 to Vintage Landscape to allow for repair of retention basin at Rancho Las Flores Park, increasing compensation of agreement by an additional \$65,000 and allocating this amount from undesignated general fund reserves.

**EXECUTIVE SUMMARY:**

Rancho Las Flores Park incurred significant damages resulting from Hurricane Hilary, on August 20, 2023. These damages include: erosion, hardscape replacement, playground area mulch replacement, irrigation repairs, plant/tree replacement, and shade structure damages. The majority of these damages were addressed in the months directly following the event.

One retention basin that was not prioritized on the onset because it is located in the undeveloped portion of the park, however it does need rehabilitation and serves as the runoff point for the developed portion of the park. Staff is requesting authorization to execute the attached Amendment No. 2 to the Landscape Maintenance Services for: Rancho Las Flores Park Project 052022, to increase total compensation by \$65,000. The additional compensation will address the erosion repairs for the remaining basin location.

**FISCAL IMPACT:**

The recommended action will have a financial impact, the funds identified for this work will be undesignated general fund reserves. Additionally, staff is still moving forward in collaboration with County/ State/FEMA for recovery of these funds.

Attachments: Proposed Amendment No. 2

**Amendment No. 2 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
Vintage Landscape Project No. 052022**

**2. Parties And Date.**

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 24<sup>th</sup> day of April, 2024 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

**2. Recitals.**

2.2 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Rancho Las Flores Park ("Agreement"), entered into on July 13, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the term of the Agreement as set forth in this Amendment No. 2.

**3. Amendments.**

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three-hundred seventy-two thousand four hundred ten dollars and zero cents (\$372,410.00) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C are hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.2.

3.5 Counterparts. This Amendment No.2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No. 2 as of the date first written above.

THE CITY OF COACHELLA

VINTAGE LANDSCAPE

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Dr. Gabriel D. Martin  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney

**EXHIBIT "C"**  
**COMPENSATION**

- **Original Agreement**
  - Total Per Month = \$5,247.00
  - Total Annually = \$62,964.00
  - Not to exceed amount total = total 2 year term plus 25% contingency
    - **\$157,410.00**
  - Any additional work requested will be as provided by the Contractor in the response to RFP for Project 052022.
- **Per Amendment 1 (in addition to above compensation amounts)**
  - Additional \$150,000 compensation to allow for repairs incurred to RLF Park due to Hurricane Hilary
  - Total Compensation NTE = \$307,410.00 (\$157,410 + \$150,000)
- **Per Amendment 2**
  - Additional \$65,000 compensation for erosion repair of basin
  - Total Compensation NTE = \$372,410.00 (\$157,410+\$150,000+\$65,000)



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve Amendment No. 1 for \$45,000, to Vintage Landscape to allow for Bagdouma Park improvements including: rehabilitation of irrigation lines, plant replacement, and retention basin repair due to erosion; approve allocating \$45,000 from undesignated general fund reserves.

**STAFF RECOMMENDATION:**

Approve Amendment No. 1 for \$45,000, to Vintage Landscape to allow for Bagdouma Park improvements including: rehabilitation of irrigation lines, plant replacement, and retention basin repair due to erosion; approve allocating \$45,000 from undesignated general fund reserves.

**EXECUTIVE SUMMARY:**

Staff is recommending award of Amendment No. 1 to Vintage Landscape to address erosion repairs, irrigation upgrades and plant replacement. Bagdouma Park incurred erosion damages to its northeast retention basin from Hurricane Hilary, on August 20, 2023 and the recommended Amendment would address the needed repairs. Additionally, this park has not had upgrades to its irrigation lines since the early 2,000s; staff is recommending updating the spaghetti tubing irrigation near the walking trail by the baseball fields to pvc irrigation lines and install over 100 plants throughout the park. The recommended Amendment No. 1 will increase the compensation of the Vintage Agreement by \$45,000.

**FISCAL IMPACT:**

The recommended action will have a financial impact, staff requests the allocation of \$45,000 from undesignated general fund reserves. Additionally, staff is moving forward in collaboration with County/ State/FEMA for recovery of these funds.

Attachments: Proposed Amendment No. 1

**Amendment No. 1 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
Vintage Landscape Project No. 031623**

**2. Parties And Date.**

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1 ") is made and entered into this 24<sup>th</sup> day of April, 2024 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

**2. Recitals.**

2.2 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Bagdouma Park ("Agreement"), entered into on May 10, 2023.

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the term of the Agreement as set forth in this Amendment No. 1.

**3. Amendments.**

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **four-hundred twenty-six thousand dollars and zero cents (\$426,000.00) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C are hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.5 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No. 1 as of the date first written above.

THE CITY OF COACHELLA

VINTAGE LANDSCAPE

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Gabriel D. Martin  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221, for \$300,000.

**STAFF RECOMMENDATION:**

Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221, for \$300,000.

**EXECUTIVE SUMMARY:**

The City has contracted for security guard services since 2016 to deter acts of vandalism at various city facilities.

- City Parks; The contracted services would include locking all park restrooms every night, a total of eleven (11), and patrolling twelve (12) city facilities between 10pm to 6am every night.
- City Facilities (Library/Senior Center); The selected firm will continue to provide security guard services Monday–Friday at the Coachella Library, Coachella Senior Center and Water Department (as needed).
- LLMD; Patrol services will also continue to include evening patrols from 8pm–4am, Thursday–Sunday, to the following LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36.

A request for proposals (RFP) for security guard services was published on August 12, 2021 for Project No. 081221. On October 27, 2021, the City Council authorized award to the highest scoring proposer, Southwest Protective Services. The RFP allows the City to award up to four one-year terms. Staff is recommending the award of a third one-year term to the existing firm, Southwest Protective Services.

As allowed by the RFP the new term hourly rate can be adjusted based on the corresponding Consumer Price Index reported for Riverside County, which reflects a 2.9% increase. Thus, the hourly rate for officer patrol with vehicle will increase from \$29.68 per hour to \$30.54 per hour and the hourly rate for officer only (no vehicle) will increase from \$24.90 per hour to \$25.62.

Staff is recommending award of a professional services agreement to Southwest Protective Services, Inc., in the amount not to exceed \$300,000 during a one-year term, for the various services identified.

**FISCAL IMPACT:**

The recommended action will not have a fiscal impact as these funds were budgeted for in the submitted 2023/2024 fiscal budget.

Attachment:

Proposed Agreement

## CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT 081221- 3

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 24<sup>th</sup> day of April, 2024, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Southwest Protective Services, Inc, a corporation with its principal place of business at 404 West Heil Avenue, El Centro, CA 92243. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the **Security Guard Services** project (“Project”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Security Guard Services** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2023** to **November 30, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City alone (not the Consultant) shall have the option to extend the term of this Agreement for three (3) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement

(including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit "C" and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

### 3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Jason Jackson.

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

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand

in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

3.2.10.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy

shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

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

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

**City**

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

**Consultant**

**Southwest Protective Services, Inc.**  
45-100 Golf Center Parkway, Suite E  
Indio, CA 92201  
Attn: **Jason Jackson, President**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

**[SIGNATURES ON FOLLOWING PAGE.]**

**City of Coachella**

**Southwest Protective Services, Inc.**

By: \_\_\_\_\_  
Dr. Gabriel D. Martin,  
City Manager

By: \_\_\_\_\_  
Jason Jackson  
President

*Attest:*

By: \_\_\_\_\_  
City Clerk

*Approved as to Form:*

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

**EXHIBIT "A"****SCOPE OF SERVICES*****SPECIFICATIONS******1. General – The Vendor shall:***

- 1.1 Have at least five (5) years of consecutive experience in the security guard/screening industry under the current company name, and must have experience in multi - government agency facility protection.
- 1.2 Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.
- 1.3 All assigned security personnel must pass a comprehensive pre-employment background/reference check. Vendor to absorb costs associated with such background/reference checks. The following are grounds for rejection for providing services to the City:
  - 1.3.1 Any felony conviction.
  - 1.3.2 Any conviction for a substance abuse (felony or misdemeanor).
  - 1.3.3 Any misdemeanor conviction of a crime of violence.
  - 1.3.4 Any misdemeanor conviction for theft or moral turpitude.
  - 1.3.5 Any gang affiliation.
  - 1.3.6 Any excessive record of arrests with few or no convictions.
  - 1.3.7 Any current or pending criminal investigation in which the applicant is a suspect.
- 1.4 Ensure that security personnel possess the following minimum physical and mental capabilities:
  - 1.4.1 Sufficient color perception to distinguish primary colors (red, blue, and yellow).
  - 1.4.2 Ability to use both eyes with far vision correctable to 20/40 and near vision correctable to 13-16 inches.

- 1.4.3 Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, as long as the device is in good working order and is in operation during the hours the security officer is on duty.
- 1.4.4 The full range of use of fingers, both hands, and both legs; the ability for rapid mental and muscular coordination simultaneously; and the ability to climb a ladder and perform other similar activities.
- 1.5 Ensure that security personnel have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.
- 1.6 Ensure the conduct and behavior of security personnel are beyond reproach. Security personnel are to be polite, cooperative, and able to work in harmony with one another, visitors, and with other City of Coachella employees.
- 1.7 Ensure that security personnel respond to subpoenas pertaining to any City account.
- 1.8 Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the vendor. These costs must be included in the billing rate.
- 1.9 Immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Vendor.
- 1.10 Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.
- 1.11 Provide strict key control policies for any and all government keys and key cards. Keys issued to the successful vendor are not to be duplicated. Should the successful vendor lose a set of keys, or should it be shown that duplication of the keys by the successful vendor has wrongfully occurred, the successful vendor must reimburse the City of Seattle for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$100,000.
- 1.12 Have a ready source of qualified individuals to perform the function and administer the employee selection and scheduling, billing, and administrative functions of the contract.
- 1.13 Maintain a reserve of immediately available alternates in the event a scheduled individual, because of illness or other reason, becomes unavailable to perform the functions of the position, so that no position is ever uncovered.

- 1.14 Ensure that security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
- 1.15 Ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.
- 1.16 Ensure that security personnel do not read, write, or study while on duty—except as may be required in connection with their duties and responsibilities.
- 1.17 Ensure that security personnel do not smoke or use other forms of tobacco products while on the job. These products are not allowed on City property.
- 1.18 Ensure that security personnel do not read unauthorized material, eat, or groom while in public view. Ensure that security personnel do not wear headphones, smoke, conduct personal calls, or bring visitors onto the work site.
- 1.19 Ensure that security personnel are equipped with the necessary equipment and supplies to properly perform his or her duties.
- 1.20 Ensure that security personnel are not permitted to provide themselves with unauthorized personal equipment (e.g., firearms, chemical agents, knives, etc.).
- 1.21 Ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The odor of intoxicants and/or controlled substances on our about the vendor’s security and supervisory personnel shall cause the vendor to immediately remove the individual(s) from the job site.
- 1.22 Provide services as described. After three (3) failures by the vendor to comply with the terms of the contract within a contract year, the contract will be subject to immediate termination.
- 1.23 Ensure that security personnel comply with the duties and responsibilities as outlined in these specifications.
- 1.24 Ensure that all scheduling information is provided in military time (24-hour scale).
- 1.25 Agree and ensure that security personnel may be required to perform other duties as assigned on a permanent or temporary basis—regardless of the job description.
- 1.26 Ensure prompt replacement of security personnel in the event of illness or emergency.
- 1.27 Within ten (10) working dates after receiving notice that the Contract has been terminated, and as a condition of final invoice payment by the City to the Vendor,

the Vendor shall provide a list of all employees that are providing such services to the City buildings and facilities, including the name, address, phone number, date of hire, and employment classification of each covered employee.

- 1.28 Ensure that security personnel keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.
- 1.29 Ensure security personnel is equipped with a patrol vehicle that is in good condition, clearly marked, has security lights and global positioning system that is made accessible to City.

## 2. Scope of Work – Vendor Shall:

- Vendor shall designate an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. Vendor shall not replace the Account Manager unless prior written notice is given to and approved by the City
- Provide dispatch center services for all afterhours alarm calls 7 days a week, 365 days a year.
- Provide three patrols of the following locations seven days a week, 365 days a year, between the hours of 2000 hours – 0600 hours:
  - Bagdouma Park (six bathroom facilities)
    - a. 84599 Avenue 52, Coachella.
  - Dateland Park (one bathroom facility)
    - a. 51805 Shady Lane, Coachella
  - Veterans Park (one bathroom facility)
    - a. 1515 6<sup>th</sup> Street, Coachella
  - Sierra Vista Park (one bathroom facility)
    - a. 50570 Calle Mendoza, Coachella
  - Rancho De Oro Park (one bathroom facility)
    - a. 84600 Avenue 50, Coachella
  - Rancho Las Flores Park (one bathroom facility)
    - a. 48-400 Van Buren Street, Coachella
  - City Hall
    - a. 1515 Sixth Street, Coachella
  - Corporate Yard
    - a. 53462 Enterprise Way, Coachella
  - Coachella Civic Center
    - a. 53990 Enterprise Way, Coachella
  - Sr. Center

- a. 1540 7<sup>th</sup> Street, Coachella
- Coachella Library
  - a. Sixth Street, Coachella
- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:
  - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36
    - a. Maps are attached as Appendix B.
- Provide security guard only (non patrol services) for the following city facilities to ensure no loitering in or around city facilities.
  - Senior Center
  - City Library
- Vendor/Contractor shall develop a set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by the City's representative within thirty (30) days from commencement of services to the City.
- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.
- Confirmation that the assigned patrols were performed using barcode scanning checkpoints/GPS.
- Provide each security officer with specialized training relating to the security requirements of this account.
- The vendor must ensure the stability of its workforce.
- Submit personnel qualification summaries on all personnel proposed to be assigned to the City account. The personnel qualification summaries shall outline (in detail) the training and experience qualifications of each security officer (and account manager) proposed for use under the contract. Resumes must be for key personnel / positions only. For security officers, include all training that they are required to have for the company (including State of California private security officer license).

- Ensure that security personnel remain awake and alert at all times. The vendor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.
- 2.9 Ensure that security personnel document any security incidents on incident report forms and provide electronic copies to the City. These forms should be used to document any damages noted including graffiti at any of the City facilities. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
- 3.0 Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year. The Account Manager must develop and implement a paperwork management program.

**3. Rate Increases:**

Prior to each contract anniversary date thereafter, the Vendor may submit a price increase request, but in no case more frequently than once per year.

The Vendor is to demonstrate:

- Increases are within the changes to the CPI Index for Riverside County;
- Clearly identify the items and/or job titles impacted by the increase;
- Provide documentation acceptable to the City to warrant the increase;
- And agree that contract prices shall remain firm for a minimum of 365 days after affecting the requested increase.

The request shall be considered and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the City.

**4. On-Call Security Service:** When the City requests service, there is an expectation that service will be provided, and in a very short time depending on the amount of coverage.

13.1 “On-call” services may consist of, but not be limited to, the following:

- Fire watches
- After hours meetings
- Substation watches.
- Special security watch due to threats.
- Natural disasters.
- Civil disturbances.
- Event staff.

- Political events.
- Protests.
- Vehicle patrols.
- Foot patrols.
- Traffic Control Services.
- General (standard service).

## EXHIBIT “B”

### SCHEDULE OF SERVICES

- Provide two-three patrols of the following locations seven days a week, 365 days a year, between the hours of 10pm – 6am:
  - Bagdouma Park (six bathroom facilities)
    - a. 84599 Avenue 52, Coachella.
  - Dateland Park (one bathroom facility)
    - a. 51805 Shady Lane, Coachella
  - Veterans Park (one bathroom facility)
    - a. 1515 6<sup>th</sup> Street, Coachella
  - Sierra Vista Park (one bathroom facility)
    - a. 50570 Calle Mendoza, Coachella
  - Rancho De Oro Park (one bathroom facility)
    - a. 84600 Avenue 50, Coachella
  - Rancho Las Flores Park (one bathroom facility)
    - a. 48-400 Van Buren Street, Coachella
  - City Hall
    - a. 1515 Sixth Street, Coachella
  - Corporate Yard
    - a. 53462 Enterprise Way, Coachella
  - Coachella Permit Center
    - a. 53990 Enterprise Way, Coachella
  - Senior Center
    - a. 1540 7<sup>th</sup> Street, Coachella
  - Coachella Library
    - a. 1500 Sixth Street, Coachella
  - Cesar Chavez & 6<sup>th</sup> Street Park
    - a. Cesar Chavez & Sixth Street
- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.
- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:
  - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36
- Provide security guard only (no vehicle patrol) for the following city facilities to ensure no loitering in or around city facilities.
  - Senior Center
  - City Library

**EXHIBIT “C”**  
**COMPENSATION**

**Facility Patrol Services (no vehicle); Library, Senior Center**

Security Guard Services Hourly Rate: \$25.62

Annual Not to Exceed Amount: \$125,000.00

**Park and LLMD Patrol Services (with vehicle)**

Security Guard Services Hourly Rate: \$30.54

Annual Not to Exceed Amount: \$175,000.00

**Total Agreement Award Not to Exceed \$300,000.00**



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Authorize the City Manager to execute a professional services agreement with Equitable Cities LLC for \$35,000 and authorize appropriation for undesignated general fund reserves in the amount of \$35,000.

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a professional services agreement with Equitable Cities LLC for \$35,000 and authorize appropriation for undesignated general fund reserves in the amount of \$35,000.

**EXECUTIVE SUMMARY:**

City Council action established a Social Equity and Public Safety Subcommittee. A contract was originally executed with Equitable Cities LLC to lead the Subcommittee agendas and discussions. The contracted amount was \$24,900, however due to the delays in obtaining memberships interested in serving on the Adhoc Subcommittee this contract was not billed against and the term expired.

Staff is recommending approval of the attached professional services agreement with Equitable Cities LLC, which would replace the original agreement and expands scope to address the public safety topics the subcommittee name was amended to include. The total compensation of the agreement is not to exceed \$35,000. Staff is anticipating the first meeting with the subcommittee members in June and second meeting in July.

The feedback compiled from Social Equity and Public Safety Subcommittee will help guide the City Council in the development of a City of Coachella Racial Equity Framework and Action Plan, which will be a valuable tool as the City Council considers alternatives to public safety service structures.

**FINANCIAL IMPACT:**

The recommended action does require an appropriation of undesignated general reserve funds, in the amount of \$35,000.

Attachments: Professional Services Agreement with Equitable Cities LLC

# CITY OF COACHELLA

## PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 24<sup>th</sup> day of April, 2024, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Equitable Cities LLC, a corporation with its principal place of business at 10 Windsor Ct, Somerset, New Jersey 08873. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the **Special Committee on Equity and Social Justice and Racial Equity Early Action Plan Project** (“Project”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Social Equity Consultant Services** necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 15, 2023** to **December 15, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

### 3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Charles Brown.

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

3.2.6 Consultant's Representative. Consultant hereby designates Charles Brown, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent

and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and

volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless

from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

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

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

**City**

City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Dr. Gabriel Martin,  
**City Manager**

**Consultant**

**Equitable Cities LLC**  
10 Windsor Ct  
Somerset, NJ 08873  
Attn: **Charles Brown, President**

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

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

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

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

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

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

**[SIGNATURES ON FOLLOWING PAGE.]**

**City of Coachella**

**Equitable Cities LLC**

By: \_\_\_\_\_  
Dr. Gabriel D. Martin,  
City Manager

By: \_\_\_\_\_  
Charles Brown  
President

*Attest:*

By: \_\_\_\_\_  
City Clerk

*Approved as to Form:*

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



## EXHIBIT “A”

### SCOPE OF SERVICES

#### Special Committee on Equity and Social Justice & Racial Equity Early Action Plan

Prepared by Equitable Cities

#### Introduction

Pursuant to your request, below is a list of proposed tasks and budget toward the formation of a City of Coachella Special Committee on Equity and Social Justice and development of Racial Equity Early Action Plan by Equitable Cities. \

- **Task I: Formation of a Special Committee on Equity and Social Justice**

To assist the City of Coachella in advancing its justice, equity, diversity, and inclusion (JEDI) efforts, Equitable Cities will work with representatives on the official formation of an ad hoc Special Committee on Equity and Social Justice. The Special Committee will work with EC and internal Coachella staff on the review and approval of equity and racial equity definitions, provide recommendations and overall feedback on the establishment of the Racial Equity Framework and Action Plan., and guidance on community outreach and engagement efforts. The Special Committee may be comprised of city council members, non-profit and private sector representatives, and select members of the public. The Special Committee will meet periodically throughout the project timeline; and EC will work with Coachella staff to develop meeting agendas as well as facilitate all meetings of the Special Committee.

**Deliverables:** Guidance on the formation of the Special Committee; facilitation of meetings; and draft Special Committee meeting summary notes.

- **Task II: Inventory of Existing Citywide Equity Efforts**

Equitable Cities will work with Coachella staff on a *brief* inventory of existing citywide equity efforts to document how well the City is integrating equity into existing policies, programs, practices, plans, and projects. The equity inventory will provide a snapshot of the degree to which the city currently centers equity/racial equity into its decision-making processes as well as highlight areas where equity could be better incorporated throughout the agency. The results from the equity inventory will be used to develop recommendations for consideration into the Racial Equity Framework and Action Plan.

**Deliverables:** Technical memo outlining an inventory of existing citywide equity efforts and proposed recommendations.

- **Task III: Racial Equity Baseline Conditions Assessment**

The overall purpose of the Racial Equity Baseline Conditions Assessment is two-fold. Firstly, the purpose is to highlight past and present policies (i.e., transportation, housing, economic, educational, and environmental) that result inequitable and exclusive access to opportunities for all in the city. Secondly, the purpose is to develop a *preliminary* baseline assessment of equity indicators and profiles at the city level. The draft list of equity indicators may/will fall into the following categories: **economic vitality, healthy and complete communities, mobility, and environment**. Here is a *proposed* list of equity indicators to consider as part of the analysis. The final list will be developed after meeting with staff and the Special Committee.

- race/ethnicity
- female-headed households
- language/linguistic isolation
- children with disabilities
- households below 200% poverty
- working poor
- unemployment rate
- households living in high-poverty neighborhoods
- median hourly wage
- median household income
- broadband access
- health insurance
- supplementary nutrition assistance program (SNAP) reciprocity
- life expectancy at birth
- households without a vehicle
- share of transportation system usage
- air pollution exposure index
- educational attainment
- public safety
- children bused to school

The data used for this analysis may be collected from a variety of publicly available and reliable data sources including, but not limited to, the American Community Survey, National Equity Atlas, IMPUMS USA, Metropolitan Planning Organizations' (MPOs) Regional Travel Models and Forecasts, and the National Household Travel Survey. This two-fold process is being proposed to provide comprehensive and timely data and information for the background section and recommendations section of the Racial Equity Framework and Action Plan.

**Deliverables:** Technical memo outlining an inventory of existing citywide equity efforts and proposed recommendations. Summary of interviews with select department directors/leadership.

- **Task IV: Racial Equity Framework and Action Plan**

After completing an inventory of existing citywide equity efforts and undergoing an equity baseline conditions assessment, Equitable Cities will work with city staff and the Special Committee on the development of a City of Coachella Racial Equity Framework and Action Plan. The Plan will include a key list of goals and strategies to advance racial equity through short-, medium-, and long-term policy,

systems, and environmental changes within the city. The Plan will include a glossary of key terms, recommendations, timelines, responsible parties, and funding opportunities at the federal, state, and regional level. It is anticipated that the Plan will be based on a 3-year horizon.

**Deliverables:** Draft and Final Racial Equity Framework and Action Plan.

- **Task VIII: Project Administration**

Equitable Cities will meet with the client regularly through either or a combination of email, Zoom, or in-person meetings, and will invoice monthly or at the completion of each task. Equitable Cities will develop meeting invoices, draft meeting summary notes, and assist in the review of all communications and marketing materials.

**Deliverables:** Public meeting agenda development and facilitation, meeting notes, and review of materials.

- **Proposed Budget**

**Equitable Cities can complete the core tasks that highlighted in green for \$35,000--not including travel, incentives, and indirect costs. Please note that the additional budget reflects work under the past contract that has not been funded though draft products were completed (i.e., Draft Policy Review Document and Draft Baseline Report).**

**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

Term of agreement is January 23, 2023 – December 15, 2025

**EXHIBIT “C”**  
**COMPENSATION**

Total Compensation is not to exceed \$24,900 for deliverables outlined in Exhibit A.



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Authorize the City Manager to Approve a Contract for Services with Ecology Auto Parts Inc., in an Amount not to Exceed \$132,550.00 Including a 10% Contingency for the Removal of Biosolids at the Coachella Sanitary District Wastewater Reclamation Plant.

**STAFF RECOMMENDATION:**

Approve a Contract for Services with Ecology Auto Parts Inc., in an Amount not to exceed \$132,550.00 including a 10% Contingency for the Removal of Biosolids at the Coachella Sanitary District Wastewater Reclamation Plant

**DISCUSSION/ANALYSIS:**

In accordance with the Environmental Protection Agency, 40 CFR the Coachella Sanitary District has been stockpiling Biosolids at its Wastewater Treatment Facility. As per sections 503.12 and 503.14 those Biosolids have met the EPA's pollutant and pathogen requirements for land application and surface disposal. We are now required to properly dispose of them at an offsite facility. The last time the Biosolids were hauled offsite was 2014.

Three contract companies were contacted for bid. Staff checked with other regional Wastewater Treatment Facilities, and the costs provided are in line with those provided for other Facilities in the surrounding area.

Staff solicited three companies to haul a minimum of 2000 tons and properly dispose of the dried Biosolids offsite. Based on the bids received, staff recommends a contract with Ecology.

Ecology	\$60.25 per ton
Denali	\$79.00 per ton
H.M. Holloway, Inc.	\$87.10 per ton

**FISCAL IMPACT:**

Staff is requesting \$132,550.00 from undesignated reserves in the Sanitation Fund be moved to the FY 2023/2024 Operations Budget for Professional Services/Contract Services to complete this task.



Thursday, February 01, 2024

Attn: City of Coachella  
Coachella Sanitary District  
87-075 Avenue 54<sup>th</sup> Coachella CA 92236  
Coachella, CA 92236  
Email: [rhuerta@coachella.org](mailto:rhuerta@coachella.org)  
Phone: (760) 578-9023

Re: Biosolids Stockpile Hauling and Disposal

Dear Mrs. Robert Huerta,

We are pleased to provide you with the proposal below for your review and consideration. The pricing is based on an estimate of 2000-ton stockpile of biosolids. All trucking, loading, loading equipment, and disposal is included in the prices below.

**Option A – Disposal of Biosolids Stockpile Material (Based on lab analysis supplied)**

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Coachella Sanitary District 87-075 Avenue 54th Coachella, CA	Burrtec Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	Belt Trailer	70	\$60.25

**Option B – Land Application of Biosolids Stockpile material (Pending Ecology’s 3<sup>rd</sup> party Soils Nutrient Analysis)**

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Coachella Sanitary District 87-075 Avenue 54th Coachella, CA	Schulz Farms Harquahala Valley Rd. Tonopah, AZ	Belt Trailer	400	\$81.50

**\*To be billed off of Landfill scale ticket and or certified scale ticket.**

Disposal Fee: Included  
Standby time: N/A.  
Load minimum: N/A.  
Fuel Surcharge: Rates include up to \$ 4.00 per gallon (fuel base) based on California Department of Energy (DOE) per gallon average. Rate only increases if fuel base is exceeded on DOE index ([Gasoline and Diesel Fuel Update - U.S. Energy Information Administration \(EIA\)](#)), fuel recovery is based per mile. Base fuel – DOE California average = Difference per gallon price (DPGP) DPGP divided by 5mpg = Fuel surcharge Price per mile (FSCPM), multiplied by miles round trip, calculated weekly (FSC006)

*Safety-First - It's better to lose one minute in life... than to lose life in a minute.*



If you have any questions or if I can be of any assistance, please feel free to call me at 562-832-8056. Looking forward to exceeding all expectations!

Sincerely,

*Bryan Cannon*

Bryan Cannon  
Ecology Auto Parts

Acceptance confirmation signature, Please sign, date and email back.

X \_\_\_\_\_

Reference Purchase Order; \_\_\_\_\_

*Safety-First - It's better to lose one minute in life... than to lose life in a minute.*

Ecology Auto Parts Inc. 14150 Vir \_\_\_\_\_ tos CA 90703 Phone (562) 921-9974



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Authorize the Purchase of 124 Master Meters Ranging in Sizes between  $\frac{3}{4}$  Inches to 10 Inches for an Amount not to Exceed \$73,431.00

**STAFF RECOMMENDATION:**

Authorize the Purchase of 124 Master Meters ranging in sizes between  $\frac{3}{4}$  inches to 10 inches for an Amount not to exceed \$73,431.00

**DISCUSSION/ANALYSIS:**

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

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

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

**FISCAL IMPACT:**

No fiscal impact, there is funding in the current operations budget.



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

May 10, 2022

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

Dear Mr. Estrada:

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

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

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

Respectfully,

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

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



# HydroPro Solutions, Inc

# Quotation

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

**DATE** March 27, 2024  
**Quotation #** Brian 03-27  
**Salesperson:** Brian Jensen

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

*Quotation valid until:* 60 Days  
*Prepared by:* Brian Jensen

Qty	Description	Unit Cost	AMOUNT	Part Number
<b>Octave Meters SS and Allegro Endpoints</b>				
4	3 Inch Ultra Sonic Meter AWWA Lay Length	\$ 1,797.60	\$ 7,190.40	O303-M1-D09
2	4 Inch Ultra Sonic Meter AWWA Lay Length	\$ 2,583.90	\$ 5,167.80	O304-M1-D09
1	8 Inch Ultra Sonic Meter AWWA Lay Length	\$ 5,465.00	\$ 5,465.00	O306-M1-D09
1	10 Inch Ultra Sonic Meter AWWA Lay Length	\$ 9,988.60	\$ 9,988.60	O307-E1-D09
10	Encoder Module w/ 5' Nicor Cable	\$ 150.55	\$ 1,505.50	965-110-56
10	Allegro Pit Unit with 2' Nicor Connector	\$ 198.71	\$ 1,987.10	199-016-80
			<b>Sub Total:</b>	<b>\$ 31,304.40</b>
			<b>Tax:</b>	<b>\$ 2,739.14</b>
			<b>Freight:</b>	<b>\$ 300.00</b>
			<b>Total:</b>	<b>\$ 34,343.54</b>

PLEASE NOTE: This quotation is valid for 60 days. We reserve the right to amend prices after this period.  
**If required Shipping is ESTIMATED in this quote.**  
 A 2.5% processing fee will be applied for all credit card purchases.  
 All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

**THANK YOU FOR YOUR BUSINESS!**



# HydroPro Solutions, Inc

# Quotation

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

**DATE** March 27, 2024  
**Quotation #** Brian 04  
**Salesperson:** Brian Jensen

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

*Quotation valid until:* 60 Days  
*Prepared by:* Brian Jensen

## Subject: Proposal City of Coachella Meter Exchange - Phase 3

Loyal Customer To Allegro Pricing					
<i>Meters</i>	<i>Standard 2023 Allegro Pricing</i>	<i>Quantity</i>	<i>2023 Allegro Promo (ea)</i>	<i>Promo Extended Total</i>	<i>Estimated Allegro Savings With Promo</i>
5/8" x 3/4"	\$285.63	0	\$243.24	\$0.00	15%
3/4" 7-1/2"	\$305.25	100	\$260.00	\$26,000.00	15%
1"	\$386.95	0	\$329.54	\$0.00	15%
3/4" x 9 x 1"	\$340.73	0	\$290.17	\$0.00	15%
1-1/2" Flg.	\$660.63	12	\$562.61	\$6,751.32	15%
2" Flg.	\$855.80	4	\$728.82	\$2,915.28	15%
<i>Registers</i>	<i>Standard 2023 Allegro Pricing</i>	<i>Quantity</i>	<i>2022 Allegro Promo (ea)</i>	<i>Promo Extended Total</i>	<i>Estimated Allegro Savings With Promo</i>
Allegro Register and Housing	\$236.70		\$201.57	\$0.00	15%
			Subtotal	\$ 35,666.60	
			Tax (8.75%)	\$ 3,120.83	
			Freight	\$ 300.00	
			<b>Grand Total</b>	<b>\$ 39,087.43</b>	

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

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

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

Special Promo Pricing Good thru 60 Days

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

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

**If required Shipping is ESTIMATED in this quote.**

**THANK YOU FOR YOUR BUSINESS!**



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Amendment #1 to the Professional Services Agreement with Deckard Technologies, Inc., of San Diego, California in the amount of \$5,000, and Authorize Appropriation of \$32,750 for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services

**STAFF RECOMMENDATION:**

Staff Recommends that the City Council authorize City Manager to execute Amendment #1 to the Professional Service Agreement for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services with Deckard Technologies, Inc. in the amount of \$5,000.

**BACKGROUND:**

On February 14, 2024, The City entered into an agreement with Deckard Technologies, Inc., to render short term rental monitoring, compliance, enforcement, and tax collection services, for an initial one-year period, with the option to extend the contract for four (4) additional one-year periods. Deckard was selected as the most qualified firm after submitting a competitive proposal and was awarded \$27,750.

**DISCUSSION/ANALYSIS:**

Deckard Technologies, Inc. “Deckard” in response to a municipal request for services related to Transient Occupancy Tax (TOT) collection, submitted for a contract amendment. Upon review with Deckard, it was discovered that the fee for this service, amounting to \$5,000, had been inadvertently omitted from the grand total as it was categorized as “optional” service. This oversight was identified, prompting the necessary amendment to the contract to include the omitted fee.

**FISCAL IMPACT**

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

**ATTACHMENTS:**

1. Exhibit “C” Compensation
2. Amendment #1 – Deckard Technologies, Inc.

### Exhibit “C” COMPENSATION

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

**NOTE** – Pricing valid for 90 days

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

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF COACHELLA  
AND DECKARD TECHNOLOGIES, INC.**

**THIS FIRST AMENDMENT** ("Amendment") is made and entered into as of April 25<sup>th</sup>, 2024 by and between the City of Coachella ("City") and Deckard Technologies, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. RECITALS.** This Amendment is made with the respect to the following facts and purposes:

- a. On or about February 14<sup>th</sup>, 2024 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide short term rental services in the amount of \$27,750.
- b. The parties now desire to amend the Agreement as set forth in this Amendment.

**2. AMENDMENT.**

2.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional "optional" scope of services "Tax Payment Portal" to be performed for the Short Term Rental program under this Amendment No. 1 referenced as EXHBIIT "A".

2.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on February 14, 2024 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on February 14, 2025, unless extended by Agreement Amendment.

2.3 Compensation. Section 3.3.1 of the Agreement is hereby amended to increase the compensation for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and incorporated herein by reference.

The total authorized compensation for the Amendment No. 1 is in the amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000).

The amended total compensation shall not exceed **Thirty-Two Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$32,750)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

2.4 Continuing Effect of Agreement. Except as amended by this Amendment, all

provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

2.5 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

2.6 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

DECKARD TECHNOLOGIES, INC.

By: \_\_\_\_\_

Gabriel Martin  
City Manager

By: \_\_\_\_\_

Name  
Title

By: \_\_\_\_\_

Carlos Campos, City Attorney

Attest: \_\_\_\_\_

Angela Zepeda, City Clerk



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Ruben Ramirez, Controller  
**SUBJECT:** Resolution No. 2024-12, Approving Mid-Year Budget Adjustments for Fiscal Year 2023-24

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the mid-year budget adjustments outlined below and adopt Resolution No. 2024-12, amending the fiscal year 2023-2024 budget.

**BACKGROUND:**

As the City approached the middle of the fiscal year, City finance staff evaluated the adopted budget, revenue projections, and economic conditions for the remainder of the fiscal year. It is standard procedure to perform a mid-year review of the City's budgetary and financial position to ensure any deviations from the initial budget projections are proactively addressed. Staff also reviews requests for appropriations to address new priorities that are unfunded or underfunded.

**DISCUSSION/ANALYSIS:**

**Revenues**

Recommended mid-year budgeted revenue Increases:

- General Fund – Revenues
  - Property Taxes \$30,000.00
  - Increase in Measure U tax \$500,000.00
  - Increase in Use Sales Tax \$200,000.00
  - Cannabis – cultivation \$50,000.00
  - Cannabis – retail \$150,000.00
  
- Water District – Revenues
  - Increase - Grants \$196,183.00

- Sanitary District – Revenues
  - Increase - Utility service revenue \$350,000.00
  - Decrease – Connection fees (\$550,000.00)

**Expenses**

Recommended mid-year budgeted expenditure increases/(decreases):

- General Fund – Expenses
  - Decrease in other professional fees (\$30,000.00)
  - Increase in public safety \$63,000.00
  - Decrease in advertisement (\$8,500.00)
  - Increase in meetings and conferences \$11,300.00
  - Increase in supplies \$2,150.00
  - Increase in debt service \$150,629.00

The increase in safety includes one traffic officer starting in May or earlier.

- Sanitary District – Expenses
  - Administrative expenses \$120,000.00

**FISCAL IMPACT:**

Approval of these mid-year budget adjustments will have the following fiscal impacts:

- General Fund
  - Fund balance – net increase \$1,161,421.00
- Water District Fund
  - Net position – net increase \$196,183.00
- Sanitary District
  - Net position – net decrease (\$320,000.00)

**ATTACHMENTS:**

1. Resolution 2024-12 - Amending the budget for fiscal year 2023-2024

**RESOLUTION 2024-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COACHELLA, CALIFORNIA, AMENDING THE BUDGET  
FOR FISCAL YEAR 2023-2024**

**WHEREAS**, the City Council of the City of Coachella may authorize amendments to the Fiscal Year 2023-2024 budget as financial conditions change and City needs arise.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The budget for the Fiscal Year, commencing July 1, 2023 and ending June 30, 2024, shall be amended to incorporate budget adjustments detailed in attachment BA2324-030.

**SECTION 2.** All obligations and expenditures shall be incurred and made in the manner provided by and pursuant to State laws and City ordinances, resolutions, and policies related to purchasing and contracting.

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos L. Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024-12 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24<sup>th</sup> day of April 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Delia Granados,  
Deputy City Clerk



**REQUEST FOR BUDGET  
ADJUSTMENT/AMENDMENT**

**BA2324-030**

DATE
04/24/24

REVENUE	ACCOUNT NO.	R	Amount
Property Taxes - Secured	101-11-110-10-301-000		30,000
Sales and Use Tax 1% (Measure U-415)	101-11-110-10-310-000		500,000
Sales Tax - Bradley Burns	101-11-110-10-313-000		350,000
Utility Users Tax	101-11-110-10-320-000		200,000
TOT-Short Term Vacation Rentals (9%)	101-11-110-10-322-000		120,000
Cannabis - Cultivation	101-11-110-10-332-000		50,000
Cannabis - retail	101-11-110-10-335-000		100,000
Bureau of Rec Advanced Meter W-47	178-21-447-30-330-000		196,183
Connection Fees	360-21-211-40-342-000		(500,000)
Utility Service Revenue	361-21-211-40-344-000		300,000
	Total Revenue Budget Adjustments		1,346,183

EXPENDITURE	ACCOUNT NO.	E	Amount
Meetings, conferences and travel	101-11-111-10-580-000		11,300
Other professional/contract services	101-11-141-10-334-000		(30,000)
Advertising	101-11-141-10-540-000		(8,500)
General supplies	101-11-141-10-540-000		2,150
Patrol deputies	101-11-150-10-350-500		63,000
Transfers-out - Energy Improvement	101-11-199-23-910-195		150,629
Official/administrative	361-21-115-10-310-000		120,000
	Total Expenditure Budget Adjustments		308,579

**NET CHANGE** 1,037,604

EXPLANATION
2023-24 Mid-year budget adjustment.

REQUESTED BY:

FINANCE
Ruben Ramirez
Controller
ORDINANCE NO.
N/A
AMENDMENT NO.
BA2324-030

- ADMINISTRATIVE
- BUDGET ADMENDMENT/ADJUSTMENT
- FUNDS AVAILABLE FOR TRANSFER



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** Proposed Chelsea Investment Corporation Sixth Street Senior Apartments Architectural Style Options

**STAFF RECOMMENDATION:**

Staff recommends that the City Council review architectural style and massing configuration options for the proposed Sixth Street Senior Apartments and provide direction.

**BACKGROUND:**

Chelsea Investment Corporation has constructed affordable housing projects in the City of Coachella that includes the 144-unit multifamily Cesar Chavez Villas Apartments and two Downtown 6<sup>th</sup> Street mixed use affordable housing developments, which include the 105-unit Pueblo Viejo Villas and the 108-unit Covalda Apartments. The City of Coachella partnered with Chelsea Investment Corporation (Chelsea) for the Strategic Growth Council Transformative Climate Communities (TCC) grant application for the development of a new 4-story affordable housing development project on two existing vacant parcels of 0.86 acres on 6<sup>th</sup> Street (SEC of Tripoli Avenue and 6<sup>th</sup> Street) that conceptually includes 53 affordable senior apartment units ranging in size from 578 sq. ft. (1 bedroom) to 733 sq. ft. (2 bedroom), 1<sup>st</sup> floor commercial Space of 4,742 sq. ft., a Community Room of 1,545 sq. ft. and up to 25 On-Site Parking Spaces. With the approval of the TCC grant in November 2023, Chelsea is now preparing a formal architectural package submittal. Due to the location of the proposed project in a central part of the Pueblo Viejo District, staff believes it is essential to ensure high quality architectural design and optimal functionality of the commercial components that enhances the experience for residents and visitors to 6<sup>th</sup> Street consistent with the Pueblo Viejo Revitalization Plan and General Plan goals. Staff believes this is an opportune time for the City Council to weigh in and communicate design expectations of the project before a formal submittal is made.

**DISCUSSION/ANALYSIS:**

The Pueblo Viejo Implementation Strategy Plan was adopted October 2019 and includes design guidelines to ensure that new development and reuse of existing buildings will create a new, dynamic, harmonious, and unique downtown of which all citizens can be proud. Four primary architectural styles are explicitly allowed – Spanish Colonial Revival, Mission Revival, Neoclassical, Postmodern/Architectural Innovation. The variety of permitted architectural styles

derive from the existing eclectic nature of architectural styles in the Pueblo Viejo District. There is a common misconception that there is a requirement of Spanish architectural style on Sixth Street as many of the City's newer buildings incorporate Spanish Colonial Revival design including the Coachella Library, Fire Station, Senior Center, Coachella Kidney Institute, Riverside County Department of Public Social Services, Tranvia Restaurant, Pueblo Viejo Villas and Covalda Apartments. The proposed development is located in the Sixth Street Subarea that envisions a walkable "main street" environments with higher densities and multi-story structures incorporating significant details in the building' architecture, especially the ground floor. Businesses under the guidelines should have high-quality pedestrian-scale frontages to offer a rewarding experience for pedestrians.

### **Chelsea Investment Corporation Sixth Street Senior Apartments proposals**

Staff suggested that conceptual architectural proposals for the proposed Sixth Street Senior Apartments project be presented to the City Council in advance of a formal submittal in order to receive feedback on the desired architectural style at the proposed Coachella Downtown area location. Staff communicated to the Chelsea team the importance of ensuring high quality architectural design for the new project and ground floor commercial that can be successful and a vibrant addition to Coachella's Downtown. Staff particularly stressed the importance of high first floor commercial ceilings consistent with Pueblo Viejo plan, which encourages 15-foot first floor ceilings. Both Chelsea's Pueblo Viejo Villas and Covalda projects are constructed at a 9-foot first floor height, which has resulted in marginal commercial spaces with exposed piping and AC equipment that project below the ceiling. The Pueblo Viejo Villas commercial spaces were unable to attract retail business leases that open beyond 5 p.m. and contribute to a thriving downtown. One commercial space remains vacant. Staff requests that the new project provide a first floor height of at least 13 feet and that a minimum of once space at either building corner include a higher ceiling height that could be facilitated by removing the planned second floor unit. Staff has also conveyed that some of the commercial tenant spaces allow for potential restaurant food service, which were not incorporated into the Pueblo Viejo Villas or Covalda projects.

The ultimate height proposed for the project is approximately 55 ft for the Spanish Colonial Revival style and 51 feet for the modern design. Both concepts would proposed a stepped approach to the 4<sup>th</sup> story level to reduce the massing impacts of the project although the ultimate height permitted is five stories or 75 feet, whichever is less. The Building Official has requested that universal design and age in place practices be planned with the initial design stages of the project.

Chelsea initially provided a Spanish Colonial Revival project design for City staff to review. Staff communicated the need for incorporating design elements that ensure the high-quality architectural design expectations of the Pueblo Viejo Plan. Staff has concerns that the proposed conceptual Spanish design repeats key design elements that have already been proposed in the Pueblo Viejo Villas and Covalda Apartments project and does not include high quality design features such as smooth stucco, rounded corners, ample individual double barrel mortar packed roof tile, and recessed windows. The Chelsea team has contended previously that such elements add too much cost to the project. The proposed Spanish designs exhibit more modern design with a dominant flat roof parapet design and flush windows. Staff conveyed that strategic placement of high-quality

design features could allow for a more streamlined and affordable Spanish Colonial Revival design. The design team for Chelsea has provided two conceptual architectural plans, which include a Spanish Colonial Revival design versus a modern design.

**Figure 1: Conceptual Front Elevation of Spanish Colonial Revival architectural design**



Staff suggested that Chelsea attempt a modern design option for review by the City Council, as such designs are more affordable streamlined design with characteristic flat roofs and flush windows. The proposed modern design incorporates a more vertical orientation, no balconies, and vertical awnings. The ground floor retail incorporates narrow windows that appear to be less characteristic of a dynamic storefront.

**Figure 2: Conceptual Front Elevation of Modern architectural design**



**CONCLUSION AND RECOMMENDATION**

The proposed Senior Apartment project location is one of the few remaining vacant sites on 6<sup>th</sup> Street and ensuring a well-designed project is critical to the Pueblo Viejo District's vitality. Staff has observed that this easterly portion of 6<sup>th</sup> Street does not have a lively pedestrian environment and that this project can contribute in ensuring the City's goals and policies for the Pueblo Viejo district are met. Staff request the City Council:

- Review architectural style and massing configuration options for the proposed Sixth Street Apartments and provide direction.
- Provide feedback on expectations for the ground floor commercial component.

The provided renderings are conceptual in nature and further design refinements will be necessary before a formal architectural package is submitted to the City for consistency with the City's objective design standards for multi-family development.

Attachments:

1. Proposed architectural options (Spanish Architecture vs. Modern Design)
2. Photos of first floor commercial Pueblo Viejo Villas and Covalda Apts

3. Existing Conditions Photos
4. CA Statewide Recent Affordable Housing examples
5. Vicinity Map



6TH STREET ELEVATION - OPTION 'A'

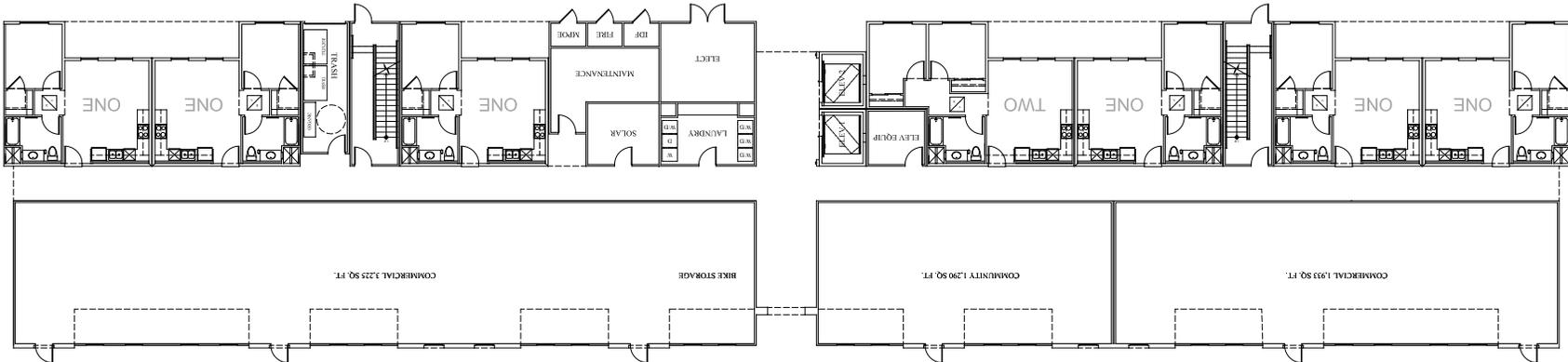


6TH STREET ELEVATION - OPTION 'B'

6TH STREET SENIOR DEVELOPMENT  
CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"





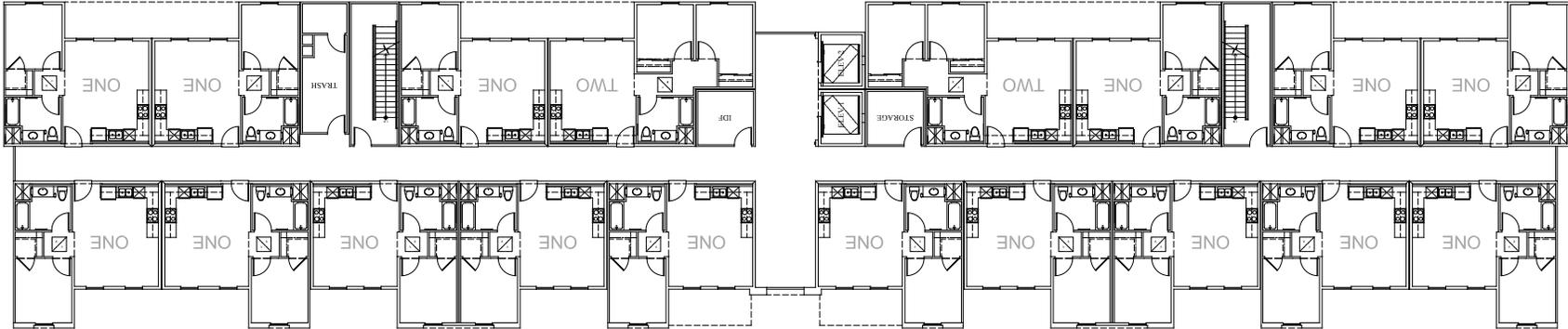
FIRST FLOOR BUILDING PLAN



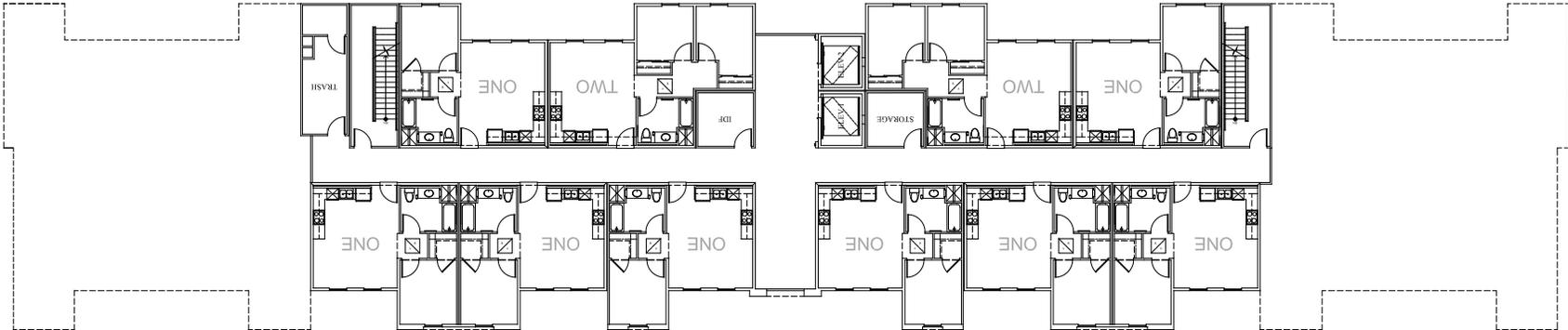
SECOND FLOOR BUILDING PLAN

6TH STREET SENIOR DEVELOPMENT  
CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THIRD FLOOR BUILDING PLAN



FOURTH FLOOR BUILDING PLAN

6TH STREET SENIOR DEVELOPMENT

CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



**Photos of first floor commercial Pueblo Viejo Villas and Covalda Apts**



Unleased Commercial space in Pueblo Viejo Villas



Unleased Commercial space in Pueblo Viejo Villas



Unfinished Commercial Space in Covalda Apartments

### Existing Conditions Photos



6<sup>TH</sup> Street View looking East



Covalda Apartments (West of subject site)



6<sup>th</sup> Street frontage from subject site



DPSS County building across from subject site



View looking west toward subject site, Covalda Apt and Pueblo Viejo Villas

**Recent Affordable Housing Project examples throughout California**



*Paseo Artist Village – Community Housing Works 2022*

<https://timesofsandiego.com/business/2022/10/02/mixed-use-affordable-housing-opens-in-vista-with-dual-purpose-of-stoking-interest-in-arts/>



Emeryville - <https://ktgy.com/4300-san-pablo-ave-sustainability-complements-affordability-in-multifamily/>



Crenshaw Crossing - \$50 million award from SGC

<https://inthebuildingla.com/crenshaw-crossing-set-to-break-ground-in-2024-following-50m-award-from-the-state/>





Florence Mills Apartments <https://labusinessjournal.com/business-journal-events/2022-commercial-real-estate-awards-affordable-housing/>



Dana Strand Senior Apartments – Los Angeles



Dana Strand Senior Project roof plan



*Santa Clara Apartments – Santa Clara*



*Placita Dolores Huerta - Coachella*



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Maritza Martinez, Public Works Director  
**SUBJECT:** Recommend re-establishing park user fee schedule.

**STAFF RECOMMENDATION:**

Provide direction on Park User Fee Schedule.

**EXECUTIVE SUMMARY:**

The below park user fees were adopted in 2011 and have varied annually based on City Council direction.

Coachella Park User Fee Schedule

<b><u>Fee Type</u></b>	<b>Approved Fee Per Hour</b>
○ Park Usage–	\$31.50
○ Stage Reservation–	\$187.00 per day
○ Sport Field Permit-	\$8.00
○ Sports Lighting-	\$18.00
○ Sports Diamond-	\$194.00
○ Snack Bar-	\$187.00 per season

The City Council approved reduction of the city’s park user fees to no fee in April 2022 and in April 2023 recommended the same. Discussion by the City Council in April of 2022, was spurred by interest to assist sports leagues to reduce their registration fees. After this action was taken by the City Council only one of the four sports leagues using the city’s park facilities decreased their registration fees.

As a part of the above action the City Council also asked that the park fees be re-evaluated annually. This item is also reviewed annually by the Parks and Recreation Commission and they also recommended no increase to the park user fees; the Commission reviewed this item at their April 16<sup>th</sup> meeting.

Staff is recommending returning park use fees to 50% as of August 1, 2024 for non-resident rentals and to 100% January 2025 for non-resident rentals. All cities in the Coachella Valley recover some costs towards for park uses for both residents and non-residents; staff is recommending some cost recovery for non-resident uses.

**FISCAL IMPACT:**

The recommended action will result in an estimated \$120,000 increase in estimated revenues annually.

**ALTERNATIVES:**

1. Recommend reducing park fee schedule to reflect another fee percentage.
2. Recommend park fee schedule remain as it exists – 0% fee collection for all users.



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve execution of Facility Use Agreement between the City and Super Bailes LLC and authorize operation of a beer garden on Saturday, May 18, 2024 at Rancho Las Flores Park from 6pm-1am.

**STAFF RECOMMENDATION:**

Approve execution of Facility Use Agreement between the City and Super Bailes LLC and authorize operation of a beer garden on Saturday, May 18, 2024 at Rancho Las Flores Park from 6pm-1am.

**EXECUTIVE SUMMARY:**

The City of Coachella received a special event permit and facility use permit to host a ticketed outdoor music festival on May 18, 2024 at Rancho Las Flores Park. As the applicant has requested use of the city's park facility for a ticketed event the city and the Permittee (Super Bailes LLC) have negotiated a facility use agreement. Attached for approval is the proposed Facility Use Agreement between the City of Coachella and Super Bailes, LLC (permittee); the primary terms of the agreement are as follows:

- Use of Rancho Las Flores Park by permittee from May 16, 2024 – May 20, 2024 (at noon).
- Permittee shall not allow more than Four Thousand (4,000) attendees at the Event.
- All outside equipment shall be approved by the City at least 24 hours prior to Event. Equipment includes, but it is not limited to, the trailer stage, tents, temporary flooring, lights, sound, etc.
- Overnight storage on City's Property is done at the sole risk of the Permittee.
- Permittee shall contract directly with the Riverside County Sherriff's Department for public safety assistance.
- Permittee shall ensure that event set-up and tear down provides for complete pedestrian and traffic safety.
- Permittee shall acquire all required City/County/State permits.
- Convenience fee for cost recovery of park use = permittee shall pay to the City Four Dollars (\$4.00) per admission ticket sold (General or VIP) and Two Dollars (\$2.00) per parking pass sold for the Event. Payment of the Compensation, if applicable, shall be made to City by May 28, 2024.

The proposed event has also identified a beer garden. Staff is requesting authorization to allow the operation of a beer garden on May 18, 2024 at Rancho Las Flores Park from 6pm-1am.

**FISCAL IMPACT:**

None.

Attachments: Proposed Facility Use Agreement

**FACILITY USE AGREEMENT  
BETWEEN THE CITY OF COACHELLA  
AND SUPER BAILES, LLC**

This Facility Use Agreement (“Agreement”) is made and entered into as of this 24<sup>th</sup> day of April, 2024 (“Effective Date”) by and between the City of Coachella, a California general law city and municipal corporation (“City”), and Super Bailes, LLC dba Frias Presents, a California limited liability company with its principal place of business at 21601 Balerma, Mission Viejo, CA 92692 (“Permittee”). City and Permittee are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**RECITALS**

A. City is the owner of Rancho Las Flores Park situated in the City of Coachella, California, located at 48-400 Van Buren St, Coachella, CA 92236 (“City’s Property”).

B. Permittee desires, and City is willing to permit Permittee, to use the City’s Property for the purpose of a Latin Music Festival, an outdoor music festival which will include set up and use of a trailer stage (40’W x 40’D x 25’H (Floor to Top of Structure), musical performances, merchandise sales, food and beverage concessions, and use of the public parking lot (“Event”). Permittee desires to use all of the City’s Property for said Event. A copy of the location map and site plan is attached hereto as **Exhibit “A.”**

In consideration of the mutual promises of the Parties set forth herein and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, City and Permittee hereby agree as follows:

**TERMS**

1. Facility Use. The City hereby grants to Permittee a temporary, non-exclusive Use Permit (“Permit”) in, on, across, and over the City’s Property for the purpose of permitting the Event. Nothing herein shall be deemed or construed to be a limitation upon the City’s right to use the City’s Property in any manner it deems acceptable. Nothing herein shall be deemed or construed to grant to Permittee any interest in the City’s Property. The Permit shall be subject to the following restrictions:

1.1 Permittee shall not allow more than Four Thousand (4,000) attendees of the Event.

1.2 All outside equipment shall be approved by the City at least 24 hours prior to Event. Equipment includes, but it is not limited to, the trailer stage, tents, temporary flooring, lights, sound, etc.

1.3 Permittee shall provide at least 40 portable/mobile toilets with some that are Americans with Disabilities Act (“ADA”) Accessible in both GA and in VIP areas. Restrooms shall be located within the park site and shall not be located within the parking lot.

1.4 Overnight storage on City’s Property is done at the sole risk of the Permittee.

1.5 Permittee shall contract directly with the Riverside County Sherriff's Department for public safety assistance.

1.6 Permittee shall ensure that event set-up and tear down provides for complete pedestrian and traffic safety.

#### 1.7 Parking

(a) Permittee shall ensure that all vehicles utilize available parking spaces for unloading and loading; no double parking, no parking in red curb or restricted parking areas shall be allowed.

(b) Permittee's vehicles may be driven into/onto all accessible areas of City Property for loading and unloading. Permittee shall insure that other vehicles shall not be driven into/onto areas of the City's Property, other than the parking lot.

#### 1.8 Health and Safety Conditions.

(a) A site plan shall be submitted to the City in PDF format (see Exhibit "A"). Information shall include: Event name and date(s); dimensions of stage, booths, tents, generators, etc.; expected number of attendees; vendor booth locations (specifically identify alcohol sales); identification of any cooking booths using open flame devices; fences; exits; fire hydrant locations.

(b) Permittee shall ensure that the public streets, parking lot lanes, and access roadways shall not be obstructed in any manner including the parking of vehicles that will reduce the fire department access road to a width of less than 20 feet.

(c) Permittee shall ensure no person shall stop, park, or leave standing any vehicle, or place a vendor booth/display, within 15 feet (7.5 feet on either side) of a fire hydrant.

(d) Permittee shall ensure all food vendors utilizing open flame cooking devices (grills, barbeques, stoves, ovens, woks, kettles, deep-fryers, etc., have the appropriate fire extinguisher with a current State Fire Marshal service tag attached (serviced within the past 12 months). A 2A-10B:C minimum rated dry chemical fire extinguisher is required. In addition, any food vendor that deep-fry's food or uses solid fuel for cooking such as charcoal, wood, etc. shall have a "Class K" UL rated 2A:K wet chemical fire extinguisher.

(e) Permittee shall ensure all vendors utilizing open flame devices (LPG heaters, candles, etc.), have the appropriate fire extinguisher with a current State Fire Marshal service tag attached (serviced within the past 12 months). A 2A-10B:C minimum rated dry chemical fire extinguisher is required.

(f) Permittee shall provide City with the California Department of Alcoholic Beverage Control authorization for alcohol sales at the Event.

#### 1.9 Compliance with City and State Codes.

(a) Permittee shall ensure that the Event site plan is at all times in accordance with the site plan approved by the City and Riverside County Fire Department.

(b) Permittee shall ensure that the Event, including all preparation, set-up, and tear down activities, complies with all applicable laws, ordinances, and regulations set forth by City, County, State, and Federal authorities.

(c) Event-related lighting and electrical system installation shall comply with applicable Building Codes.

(d) Permittee shall ensure that any temporary tents installed at the event comply with all Riverside County Fire Department rules and regulations at all times.

(e) Permittee shall ensure any food preparation or sales must adhere to all Riverside County Fire Department and Riverside County Health Department rules and regulations at all times.

(f) Permittee shall not allow any food and beverage concession to operate that does not have approvals from the County of Riverside, Department of Public Health.

1.10 Permittee shall maintain the City Property in a safe, clean and sanitary manner throughout the Event, including placing all garbage, cans, bottles, papers or other refuse in the appropriate receptacles.

1.11 Permittee shall ensure all exterior lighting is oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties or onto adjoining streets.

2. Compensation. As consideration for the issuance of this Agreement and Permit, Permittee shall pay to the City Four Dollars (\$4.00) per admission ticket sold (General or VIP) and Two Dollars (\$2.00) per parking pass sold for the Event (“Compensation”). Payment of the Compensation, if applicable, shall be made to City by May 28, 2024 (“Payment Due Date”).

3. Records, Audit, Final Report. Permittee agrees to employ an electronic ticketing and parking pass system, which shall be capable of real time tracking and reporting of sales. City shall have the right to audit the sales records of Permittee with reasonable notice, during normal business hours, to ensure compliance with the financial terms of this Agreement. Permittee is required to provide City with a final sales report, detailing the total number of admission tickets and parking passes sold by or before the Payment Due Date.

4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on May 20, 2024. The Permit shall commence on May 16, 2024 at 8:00 AM and shall terminate on Monday, May 20, 2024 at 12:00 PM. The Event hours (not including set up and tear down) are as follows: May 18, 2024 at 6:00 PM through May 19, 2024 at 1:00 AM. Event load in and set-up may occur on May 16-17, 2024, between the hours of 8:00 AM and 8:00 PM daily. Event tear-down and load out may occur on May 19-20, 2024 between the hours of 8:00 AM and 8:00 PM on May 19 and between 8:00 AM and 12:00 PM on May 20. By 12:00 PM on May 20, 2024, Permittee shall cease using the City’s Property and shall surrender the City’s Property to the City in substantially the same condition as when received, including placing all garbage, cans, bottles, papers or other refuse in the appropriate receptacles.

5. Relocation of Event. In the event Permittee wishes, or is required by City, to relocate its Event to a location other than the City's Property, such relocation shall be subject to the availability of another location and performed at Permittee's sole cost and expense.

6. Damage to City's Property.

6.1 Permittee, its officers, employees, contractors, subcontractors, agents, and volunteers shall not damage the City's Property or commit waste thereon. Permittee shall, at its sole cost and expense and to the satisfaction of the City, keep the Premises clean and neat in appearance and maintained in the condition as of the Effective Date. Permittee will at all times operate its activities in an effort to prevent inconveniences of noise, parking problems, etc., to surrounding neighbors. Standards of noise, traffic, parking, etc., will comply with the Coachella Municipal Code.

6.2 Upon the cancellation, expiration, or termination of this Agreement, Permittee shall surrender the City's Property in the same condition as received free from hazards and clear of all debris and of all property of Permittee or its officers, employees, contractors, subcontractors, agents, and volunteers. Permittee shall promptly, at its sole cost, repair any and all damage to City's Property and any personal property located thereon caused by Permittee or its officers, employees, contractors, subcontractors, agents, and volunteers. Permittee shall obtain City's prior approval of any party to be used by Permittee to conduct such repair work. If Permittee damages City's Property or any personal property, the final repair costs owed by Permittee shall be determined by the City, and shall be paid by Permittee within five (5) days of City's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, Permittee shall defend (with counsel approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers ("Indemnified Parties") free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, and claims relating to violations of the "ADA" (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Permittee, its officials, officers, employees, subcontractors, consultants or agents in connection with the Permittee's use and occupation of, or the condition of, the City's Property during the term of the Agreement. City shall promptly notify Permittee of any such claim, action, or proceeding against City and the Permittee shall either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the City's defense of the matter. Permittee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

8. Insurance. As a condition precedent to the effectiveness of this Agreement and without limiting the indemnity provisions of this Agreement, Permittee shall obtain and maintain in full force and effect at all times that Permittee is occupying or using the City's Property and shall provide City with original certificates of insurance in the following amounts and coverage:

8.1 Commercial General Liability Insurance which affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" Form CG 0001 with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

If written with an aggregate, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

8.2 The Indemnified Parties shall be named as additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office Endorsement Form CG 2010 and contain no other modifications to the policy.

8.3 The Commercial General Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

8.4 The Commercial General Liability Insurance shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

8.5 The Commercial General Liability Insurance shall be obtained from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

## 9. Waiver of Claims.

9.1 Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, invitees, Permittees or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the City's Property or its use by Permittee.

9.2 Permittee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the City's Property or Permittee's use thereof, an (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

9.3 In connection with the foregoing release, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9.4 Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being

fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement.

10. Termination. This Agreement may be terminated by either Party upon breach of any terms herein, with two (2) days written notice to the breaching party, subject to the right of the breaching party to cure the breach within 24 hours. City may immediately terminate this Agreement and the Event shall be immediately discontinued should the Riverside County Fire Marshal determine occupancy, exiting or other safety issues require such action and the City shall not be liable to refund any of the Compensation.

11. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

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

13. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties. However, Permittee shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

14. Attorney’s Fees. Should either Party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney’s fees, expenses and costs of suit. The provisions of this Section shall survive the entry of judgment and may be enforced through a separate recovery action.

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

16. Notices. All notices permitted or required hereunder shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

City of Coachella  
53990 Enterprise Way,  
Coachella, CA 92236  
Attn: City Manager

Super Bailes, LLC  
21601 Balerma,  
Mission Viejo, CA 92692  
Attn: Elvis Frias

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the applicable address.

17. Authority to Enter Agreement. Permittee has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each Party warrants that the

individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each representative party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY OF COACHELLA

SUPER BAILES, LLC

By: \_\_\_\_\_  
Gabriel D. Martin, City Manager

By: \_\_\_\_\_  
Elvis Frias  
Owner

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**LOCATION MAP AND SITE PLAN**



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Economic Development Director

**SUBJECT:** Adopt Resolution No. 2024-03 Authorizing the City Manager to Apply for, Accept, and Execute a Partnership Agreement Including All Grant Related Documents to the Environmental Protection Agency (EPA) for the Climate Justice Community Change Grant Program in the Amount Not-to-Exceed Twenty Million (\$20,000,000) Dollars for its “Coachella Prospera” Application

**STAFF RECOMMENDATION:**

Staff recommends that the City Council considers adopting Resolution No. 2024-03 authorizing the City Manager to apply for, accept, and execute a Partnership Agreement including all grant related documents to the Environmental Protection Agency (EPA) for the Climate Justice Community Change Grant Program in the amount not-to-exceed twenty million (\$20,000,000) dollars for its “Coachella Prospera” application. This grant application will help bridge the funding gap in its Transformative Climate Communities grant award.

**BACKGROUND:**

The Environmental and Climate Justice Community Change Grant program (Community Change Grants) offers an unprecedented opportunity to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents. The Community Change Grants will fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. The historic levels of support provided by these grants will enable communities and their partners to overcome longstanding environmental challenges and implement meaningful solutions to meet community needs now and for generations to come.

The Community Change Grants will support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment. These concentrated local investments will fund community-driven, change-making projects that center collaborative efforts for healthier, safer, and more prosperous communities. Designed with meaningful community, Tribal, and other stakeholder involvement, the investments EPA makes through the Community Change Grants are intended to achieve the following objectives:

1. Provide resources for community-driven projects to address environmental and climate challenges in communities facing disproportionate and adverse health, pollution, and environmental impacts, and suffering from generations of disinvestment.
2. Invest in strong cross-sectoral collaborations with partners who bring a robust commitment to working with and for communities with environmental and climate justice concerns.
3. Unlock access to additional and more significant resources to advance environmental and climate justice goals from across the federal government and other sources.
4. Empower communities and strengthen their capacity to drive meaningful positive change on the ground for years to come.
5. Strengthen community participation in government decision-making processes that impact them.

EPA anticipates awarding approximately \$2 billion in funding through this NOFO, depending on funding availability, quality of applications received, EPA priorities, and other applicable considerations. EPA will consider applications under two separate tracks.

**DISCUSSION/ANALYSIS:**

The City of Coachella is submitting a Track I Application in a not-to-exceed \$20 million dollars, which will feature community-driven investments for change and will feature multi-faceted Climate Action and Pollution Reduction Strategies to meaningfully improve the environmental, climate, and resilience conditions affecting the City of Coachella, a disadvantaged community. Awards under Track I are expected to be between \$10-20 million each and cannot exceed \$20 million. EPA expects to award approximately \$1.96 billion for approximately 150 Track I awards.

In addition, EPA is introducing several features to enhance community involvement and ease the application process:

- **Rolling Applications.** EPA will allow applications to be submitted on a rolling basis over a 12-month period, through November 21, 2024, and will permit applicants to resubmit an unsuccessful application after a debriefing with the agency. Further details about the rolling application and resubmission process are in Sections II and V.
- **Fast-Tracked Approach.** EPA will review and expeditiously select high-quality applications to deliver results and benefits to disadvantaged communities. Further information is in Section V.
- **Indirect Costs Limitation.** As further described in Appendix G, there is a 10% cap on indirect costs for certain recipients and subrecipients.
- **Track I Two-Phase Evaluation Process.** Applicants for Track I whose applications score

well following the written application review will be invited to participate in an oral presentation, at which they will have an opportunity to share information about the community-oriented nature of their projects and how they will successfully implement the grant.

The project partners include:

1. City of Coachella (Lead Agency)
2. GRID Alternatives Inland Empire;
3. Southern California Mountains Foundation (Urban Youth Conservation Corps);
4. Bound Corporation;
5. Center for Employment Training;
6. The LEAP Institute;
7. Alianza Coachella Valley (Statutory Partner);
8. Desert Recreation District;
9. Kounkuey Design Initiative; and the
10. University of California Regents

The Coachella Prospera proposal will include the following Track I application requirements:

#### Climate Action Strategy

- Green Infrastructure and Nature-Based Solutions
- Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience
- Energy Efficient, Healthy, and Resilient Housing and Buildings
- Community Resilience Hubs
- Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

#### Pollution Reduction Strategies

- Outdoor Quality and Community Health Improvements

#### Community Engagement and Collaborative Governance Plan

- Community Outreach and Engagement Efforts
- Collaborative Governance Plan (Partnership Agreement)

#### Community Strength Plan

- Advancing environmental justice will require investing in and supporting culturally vibrant, sustainable, and resilient communities in which every person has safe, clean, and affordable options for housing, energy, and transportation. It is also necessary to prioritize building an equitable, inclusive, and sustainable economy that offers economic opportunities.
- Business Opportunities
- Job Opportunities
- Financial Savings
- Displacement Avoidance

Readiness Approach

- Government Approvals
- Federal Requirements for Construction Projects
- Alignment with Existing Plans
- Site Control
- Operations and Maintenance

Compliance Plan

- Ensure compliance with the grant's terms and conditions, including 2 CFR § 200.302(b) (financial management), 2 CFR § 200.303 (internal controls), and 2 CFR § 200.332 (requirements for pass-through entities); and
- Manage broader legal and compliance risks.

**FISCAL IMPACT**

Submission of this grant application has no fiscal impact on the City of Coachella.

**ATTACHMENTS:**

1. Resolution No. 2024-03
2. Partnership Agreement

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE COMMUNITY CHANGE GRANT PROGRAM ADMINISTERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN PARTNERSHIP WITH THE OFFICE OF ENVIRONMENTAL JUSTICE AND EXTERNAL CIVIL RIGHTS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT AND EXECUTE ALL RELATED DOCUMENTS FOR GRANT FUNDS IN AN AMOUNT NOT TO EXCEED TWENTY MILLION (\$20,000,000) DOLLARS, FOR PROJECTS WITHIN THE COACHELLA PROSPERA PROPOSED PROJECT AREA AND AUTHORIZING THE EXECUTION OF A PARTNERSHIP AGREEMENT AND ALL OTHER REQUIRED DOCUMENTS**

**WHEREAS**, the U.S. Environmental Protection Agency (“Grantor”), through the Office of Environmental Justice and External Civil Rights, has heretofore invited public agencies, including the City of Coachella (“City”) to submit applications to the Grantor for the Fiscal Year 2023-2024 Environmental and Climate Justice Community Change Grants Program (“Grant”) via a Notice of Funding Availability (“Notice”) dated November 21, 2024 (updated February 12, 2024); 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 to transform the city of Coachella, a disadvantaged community, into a healthy, climate resilient, and thriving community for its current and future residents. The Community Change Grants will fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation; and

**WHEREAS**, the City shall submit an application to the Grantor to participate in the Grant program and for an allocation of funds not to exceed twenty million (\$20,000,000) dollars for clean energy 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; and

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

**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 U.S. Environmental Protection Agency through its Office of Environmental Justice and External Civil Rights.

**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.

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024-03 was duly adopted by the City Council of the City of Coachella at its regular meeting thereof, held on the 24<sup>th</sup> day of April, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delia Granados  
Deputy City Clerk



COLLABORATIVE GOVERNANCE STRUCTURE  
SIGNED PARTNERSHIP AGREEMENT  
BY AND AMONG:

1. City of Coachella
2. GRID Alternatives Inland Empire
3. Southern California Mountains Foundation (Urban Youth Conservation Corps)
4. Bound Corporation
5. The LEAP Institute
6. Alianza Coachella Valley
7. Desert Recreation District
8. Regents of the University of California (UC Berkeley)
9. Kounkuey Design Initiative
10. Center for Employment Training

City of Coachella | EPA Community Change Grant | April 2024

**COACHELLA PROSPERA**

PARTNERSHIP AGREEMENT  
FOR THE COLLABORATIVE GOVERNANCE STRUCTURE  
FOR THE COACHELLA PROSPERA CLIMATE JUSTICE COMMUNITY CHANGE GRANT

by and among

THE CITY OF COACHELLA

and

GRID ALTERNATIVES INLAND EMPIRE  
DESERT RECREATION DISTRICT  
KOUNKUEY DESIGN INITIATIVE  
CENTER FOR EMPLOYMENT TRAINING  
BOUND CORPORATION  
THE LEAP INSTITUTE  
ALIANZA COACHELLA VALLEY  
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (URBAN YOUTH CONSERVATION CORPS)  
REGENTS OF THE UNIVERSITY OF CALIFORNIA (UC BERKELEY)

Dated April 24, 2024

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Exhibit “A” - Project Area  
Exhibit “B” - Collaborative Governance Structure

**PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE GOVERNANCE  
STRUCTURE FOR THE COACHELLA PROSPERA CLIMATE JUSTICE  
COMMUNITY CHANGE GRANT**

This PARTNERSHIP AGREEMENT for the Collaborative Governance Structure for the COACHELLA PROSPERA ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM INITIATIVE ("Partnership Agreement") is made and entered into this 24th day of April, 2024, by and between the City of Coachella, a California general law city and municipal corporation ("City"); GRID Alternatives Inland Empire ("GRID"); Bound Corporation ("Bound"); Southern California Mountains Foundation ("Conservation Corps"); The LEAP Institute ("LEAP"); Alianza Coachella Valley ("Alianza" or "Community Engagement Partner" and "Statutory Partner"); Desert Recreation District ("DRD"); Kounkuey Design Initiative ("KDI" or "Community Strength Partner"); Center for Employment Training ("CET"); the Regents of the University of California, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by the Regents of the University of California at Berkeley ("UC Berkeley" or "Data Evaluation Partner"); (each a "Project Partner" and collectively the "Project Partners"); Together, the Project Partners, Statutory Partner, Data Evaluation Partner, Community Engagement Partner, and Community Strength 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 U.S Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJEER) awards grants for the development and implementation of transforming disadvantaged communities into healthy, climate resilient, and thriving communities for their current and future residents as part of the Environmental and Climate Justice Community Change Grants (EPA CCG) program.

B. City is the Lead Applicant and Grantee with Alianza Coachella Valley as the Statutory Partner applying to the EPA for a CCG grant ("EPA CCG 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. EPA 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 projects and plans.

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 EPA grant application that was proposed by the City for approval by the EPA ("Environmental and Climate Justice Community Change Grants Program Application"), and the Partners agree to be Co-Applicants for the EPA Grant Application.

F. EPA 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 EPA 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 EPA Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.

1.2 EPA. "EPA" shall mean the Environmental and Climate Justice Community Change Grants Program.

1.3 EPA Guidelines. "EPA Guidelines" shall mean the 2023 EPA Environmental and Climate Justice Community Change Grants Program Guidelines.

1.4 Application. "Application" shall mean the EPA 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 Project.

1.7 Budget Report. "Budget Report" shall mean the report containing the budget for a particular 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 City of Coachella at the conclusion of an individual Project.
- 1.9 Project. "Project" shall mean a project implemented with EPA 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 the EPA Grant Agreement and pursuant to the wishes of the Advisory Council.
- 1.12 Community Strength Plan. "Community Strength 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 EPA Grant Agreement.
- 1.14 GHG. "GHG" shall mean "Green House Gas."
- 1.15 Grant Term. "Grant Term" shall mean the term of the EPA 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 Project.
- 1.18 Indicator Tracking. "Indicator Tracking" shall mean the tracking and assessment of certain elements to measure the overall impact of the Project investments, as outlined in the EPA 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 Projects.
- 1.20 Lead Applicant. "Lead Applicant" shall mean the City of Coachella. The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities. The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs. The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project.
- 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 EPA Grant funds, used to supplement EPA Grant funds for the completion of all or a portion of a Project.

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

1.24 Performance Period. "Performance Period" shall mean the period of time beginning immediately upon the completion of a 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 Project.

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

1.28 EPA Guidelines. "EPA Guidelines" shall mean the EPA Program Guidelines for 2023 released on December 21, 2023.

1.29 Workforce Development Plan. "Workforce Development Plan" shall mean the plan that governs workforce development and training programs that train participants for jobs and skills and recruit and serve Project Area residents.

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 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.

1.33 Statutory Partner. "Statutory Partner" shall mean Alianza Coachella Valley, a community-based, nonprofit organization who is collectively referred to as a Collaborating Entity with the programmatic and managerial capability to successfully complete, oversee and manage the award.

## **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 EPA Guidelines and the EPA Grant Agreement. Each Party's performance shall be conducted in accordance with the EPA Grant Agreement, the EPA 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 EPA 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 EPA 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 EPA Grant Agreement;
- b. Promoting the execution of objectives and goals set forth in the EPA Grant Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to the EPA 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 Federal government, 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 the COACHELLA PROSPERA project area.

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 shall execute the EPA Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights throughout the implementation of the grant. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the COACHELLA PROSPERA project for the length of the EPA Grant Term. City acknowledges that it:

- a. Has reviewed the FY 2023 U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights Community Change Grants Program NOFO, Final Guidelines, and related guidance from the EPA;
- b. Has participated in the preparation of the COACHELLA PROSPERA proposed project and Application; and
- c. Is fully committed to the goals and requirements of the NOFO, the COACHELLA PROSPERA Projects, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Advisory Council.

5.3 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.

5.4 Grant Administration. City shall serve as the administrator of the EPA Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for 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.

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the EPA Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the EPA Grant funding to Partners. In the event additional time is needed to allow the EPA 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. Should the City of Coachella qualify to receive advance pay, it will develop and provide a process for its Partners to request and receive pay, and require all Partners to comply with the reporting terms. Advance Payment is for agencies and nongovernmental entities with low cash reserves that serve under resourced communities, to carry out approved program activities. Advance Payments can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, the Grantee must do the following:

- Demonstrate good standing with the IRS
- Compile and provide spending plans for each Partner receiving advance payment
- Complete an advance payment request form with supporting documentation
- Sign an agreement that they will:
  - Revert all unused moneys to the federal government if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
  - Communicate and document changes to spending plans

Upon receipt of appropriate documentation, funds will be paid to the Grantee and the Grantee will be responsible for dispersing payment to Partners, as approved by EPA. Advance payment funds from EPA must be dispersed into a federally insured and interest-bearing Grantee account to track withdrawals and interest earned. Any accumulated interest is considered CCG Program funds. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

5.6 Financial Support. City 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.

5.7 Oversight of implementation. City shall supervise and coordinate the implementation of activities related to the CCG Grant, including the workforce training and development initiatives, green infrastructure and nature-based solutions, mobility and transportation components, energy efficient housing and buildings; and the community resilience hub of the Coachella Prospera Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Community Engagement Partner, or Community Strength Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.

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

5.9 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.

5.10 Community Strength. City shall cooperate with Partners to implement the Community Strength 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.

5.11 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.

5.12 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.

## **Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.**

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

6.2 Statutory Partner. In addition to being a Co-Applicant, the Statutory Partner shall assist in the oversight and management of the CCG project during the three-year award period. As the Lead Applicant, the City reserves the right to replace the Statutory Partner, if necessary, due to various reasons, including, but not limited to performance issues.

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

6.4 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 CCG 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.

6.5 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 Project(s) in alignment with the vision of the COACHELLA PROSPERA Plan.

6.6 Implementation of Project. Each Project Partner shall oversee the implementation of its respective 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 EPA 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 Project does not deviate from its intended purposes and the expectations of the Coachella Prospera projects and plans;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete Projects; and

- e. Refrain from using CCG Grant Funding to supplant Leverage Funding.

6.7 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 Community Strength 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 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.

6.8 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for 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.

6.9 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 Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward Project objectives, shall routinely update the information management platform regarding 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. Any Partner requesting Advance Payment, if it is made available to the City of Coachella, shall adhere to the process defined in Section 5.5.

6.10 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each 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 CCG Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective 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, the Advisory Council, 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 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 CCG Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the CCG 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 Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a CCG Grant Agreement. The final list of additional indicators will be approved by the Advisory Council.
- 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 CCG 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 CCG 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. COMMUNITY STRENGTH PARTNER - ROLES AND RESPONSIBILITIES.**

81 Co-Applicant. The Community Strength Partner shall be a Co-Applicant to the CCG 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. The Community Strength Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Community Strength 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. The Community Strength Partner shall:

- a. Assist with implementation of Inclusionary Housing policies;
- b. 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
- c. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.
- d. Help form a Small Business Alliance and provide grant funding assistance to small businesses who may have code compliance issues.

84 Reporting. The Community Strength Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Advisory Council. The Community Strength Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
  - (1) All reports must be completed using the templates attached to the CCG Grant Agreement or provided by the City.
  - (2) The first reporting period will begin on the start date of the CCG Grant Agreement by and between the City and EPA.
  - (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 EPA 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. The Community Strength Partner shall complete Bi- Monthly Progress Reports using the template attached to a CCG Grant Agreement.
- c. Annual Reports. The Community Strength 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 CCG 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 CCG 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 CCG 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 Collaborative Governance Plan Chart in Exhibit "B", to govern the implementation of the CCG 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 seventeen (17) seats. Each of the twelve (12) 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 Project Area wishing to serve on the Advisory Council must submit a request to the City and for

appointment onto the Advisory Council. The City and the Advisory Council 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, Community Seats, Youth Seats, 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, including Spanish translation. 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 CCG 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.
- f. 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. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on annual basis to ensure shared governance.

10.4 Hub Implementation. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Community Resilience Hub, (2) Green Infrastructure and Nature Based Solutions, (3) Mobility and Transportation, (4) Roof-Top Solar, (5) Health and Well-Being, and (6) Workforce Training and Development. 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, Parks and Recreation, Community and 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. The Community & Economic Development Departments will convene and lead this working group.
- 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 Plan. 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 County 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. Community Strength 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 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. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.
- 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 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 CCG 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 three (3) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties.

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. This Partnership Agreement shall automatically terminate if the COACHELLA PROSPERA Application does not receive a grant award based on its response to the NOFO.

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.

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

## **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 Federal Government 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 Federal Government 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. CG 20010413 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 CCG funding and the scope of work related to a Project before the commencement of construction of any component of a 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 Federal Government retains the ultimate discretion to approve or deny CCG Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative governance structure, contingent upon CCG Grant funding and 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 CCG Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Coachella 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 Federal Government.

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.

CITY OF COACHELLA  
a California general law city

By:



Name: Gabriel D. Martin, PhD

Its: City Manager

Dated: April 17, 2024

Address: 53990 Enterprise Way  
Coachella, CA 92236

GRID ALTERNATIVES INLAND EMPIRE, INC.  
a Delaware nonprofit corporation

By:   
Name: Jaime Alonso  
Its: Executive Director  
Dated: April 17, 2024

Address: 2100 Atlanta Avenue  
Riverside, CA 92507

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION  
a California public benefit nonprofit corporation

By:



Name:

Stacy Gorin

Its:

Executive Officer

Dated:

April 17, 2024

Address:

1355 West 26<sup>th</sup> Street

San Bernardino, CA 92405

CENTER FOR EMPLOYMENT TRAINING  
a California nonprofit corporation

By: *Pascalds*  
Name: Pascal Do  
Its: Chief Operations Officer  
Dated: April 17, 2024

Address: 701 Vine Street  
San Jose, CA 95110

THE LATINO EQUITY ADVOCACY AND POLICY INSTITUTE  
a California nonprofit corporation

By:



Name:

Reynaldo Leon

Its:

Executive Director

Dated:

April 17, 2024

Address:

1515 E Divisadero Street, Suite #108

Fresno, CA 93721

KOUNKUEY DESIGN INITIATIVE, INC.  
a California public benefit nonprofit corporation



By: \_\_\_\_\_

Name: Chelina Odbert

Its: Chief Executive Officer/Founding Principal

Dated: April 17, 2024

Address: 1515 Sixth Street

Coachella, CA 92236

ALIANZA COACHELLA VALLEY  
a California nonprofit corporation

By:



Name:

Silvia Paz

Its:

Executive Director

Dated:

April 17, 2024

Address:

1515 Sixth Street  
Coachella, CA 92236

BOUND CORPORATION  
a California limited liability company

By: 

Name: Juan Guevara Diaz

Its: CEO

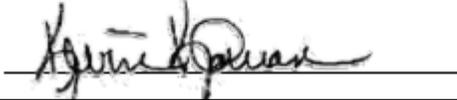
Dated: April 17, 2024

Address: 44907 Golf Center Parkway, Suite 1-2

Indio, CA 92201

DESERT RECREATION DISTRICT  
a California nonprofit corporation

By:



Name: Kevin Kalman

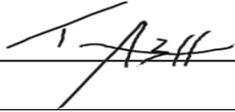
Its: General Manager

Dated: April 17, 2024

Address: 45305 Oasis Street

Indio, CA 92201

UNIVERSITY OF CALIFORNIA, BERKELEY DISASTER  
LAB  
a California nonprofit corporation formed under Article IX of  
the California Constitution

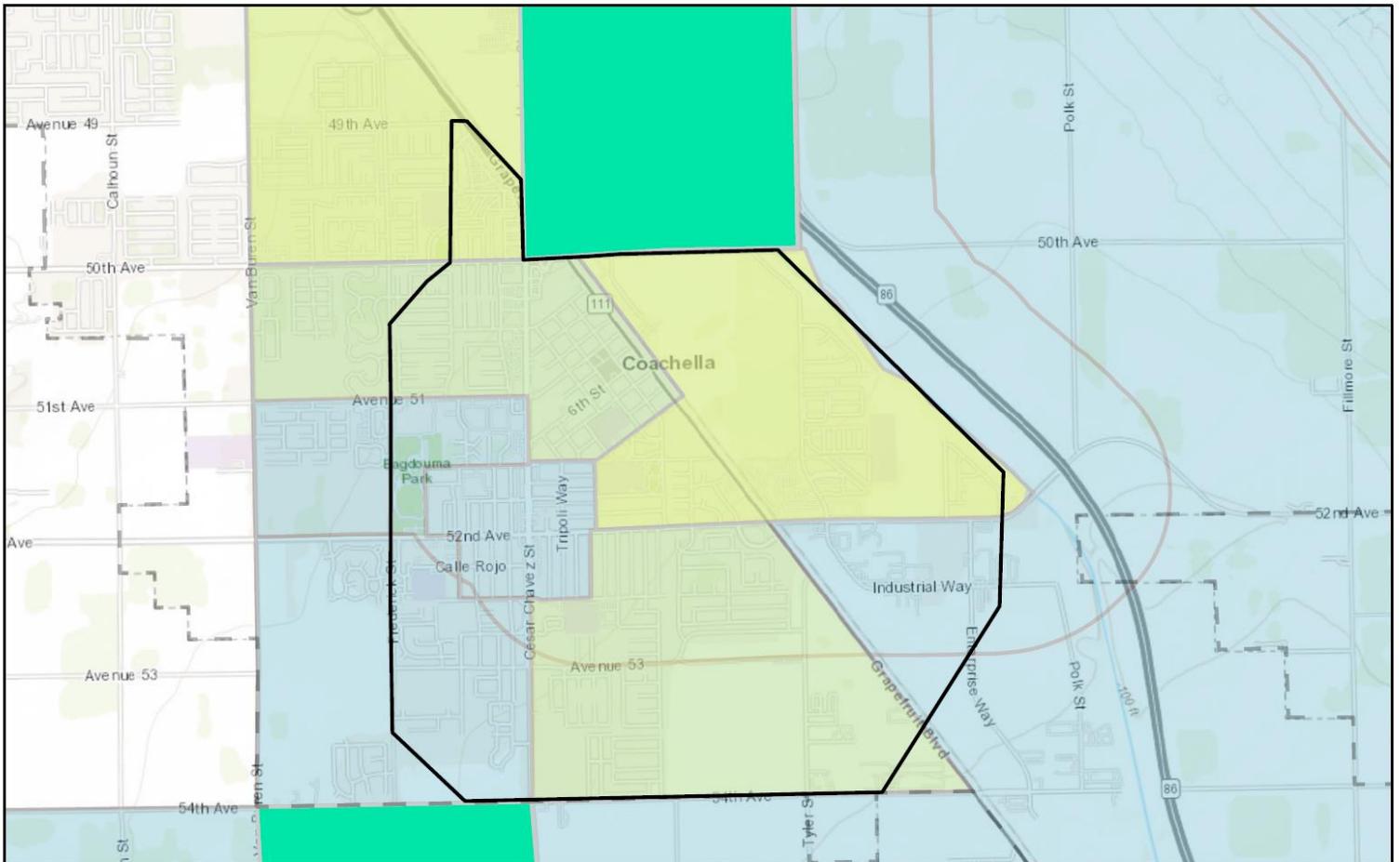
By:   
Name: Thomas Azwell  
Its: Faculty Director, Disaster Lab  
Dated: April 17, 2024

Address: UC Berkeley 110 Sproul Hall  
Berkeley, CA 94720

**EXHIBIT "A"**  
**PROJECT AREA**

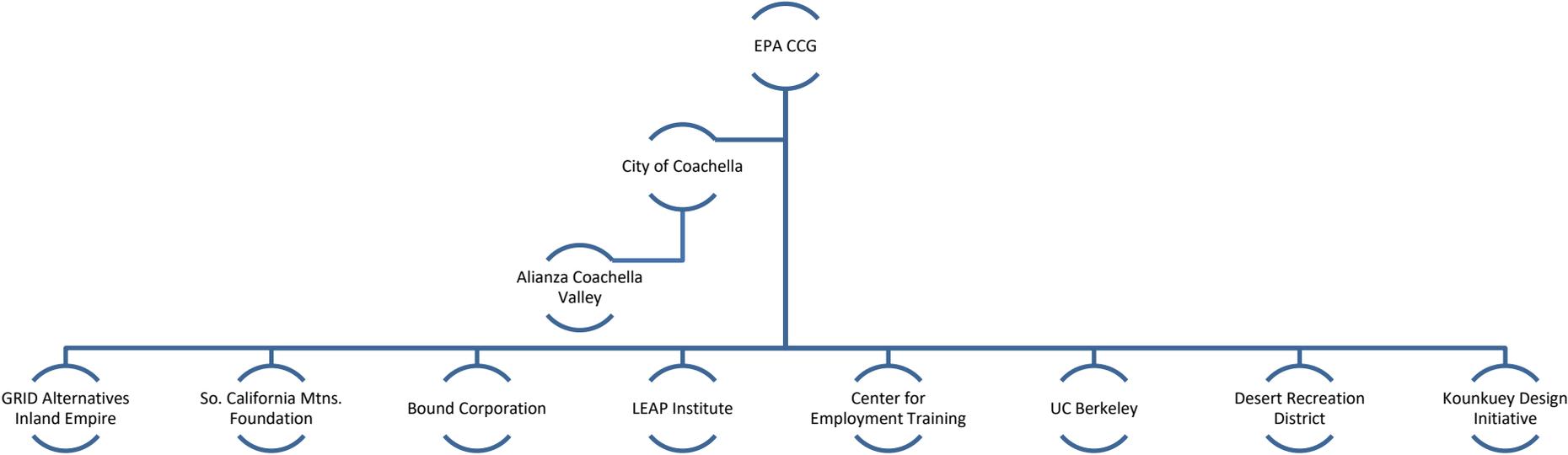


**Coachella Prospera**  
**Project Area Map**



**EXHIBIT "B"**

**COLLABORATIVE GOVERNANCE STRUCTURE**





**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Dr. Gabriel Martin, City Manager

**SUBJECT:** Approve the Adoption of Resolution No. 2024-13 Approving the City of Coachella to Join the Joint Powers Authority Executive Committee and Approving the Amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGPS)

**STAFF RECOMMENDATION:**

Staff recommends:

1. Approving the adoption of Resolution No. 2024-13 approving the City of Coachella to join the Joint Powers Authority (JPA) Executive Committee;
2. Approving the amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGSP);
3. Appointing a council member to represent the City on the JPA Executive Committee;
4. Authorize the payment in the amount of \$35,327 for the entry and operation fee; and
5. Authorize the City Manager to execute the agreement.

**EXECUTIVE SUMMARY:**

The Visit Greater Palm Springs (VGPS), formerly the Greater Palm Springs Convention and Visitors Bureau (CVB) is a joint powers authority operating under the Joint Exercise of Powers Act. The VGPS promotes and enhances the hospitality, convention, and tourism industry in the Coachella Valley to the benefit of its member agencies and organizations, and their residents. On February 29, 2024, the VGPS Executive Committee approved the Second Amended and Restated Joint Powers Agreement (2nd Amendment). On March 29, 2024, the VGPS Executive Committee approved an amendment to the Second Amended and Restated Joint Powers Agreement, which then requires the approval of all the City Councils of all the existing members.

**BACKGROUND:**

The VGPS, formerly the Convention and Visitors Bureau (CVB), was formed in 1989 to promote and enhance the hospitality, convention, and tourism industry in the Coachella Valley. Its operative legal document is the Joint Powers Agreement (JPA), executed in 1989 and subsequently amended on multiple occasions, including on or about June 18, 2002, and most recently on or about January 20, 2016.

On February 29, 2024, the VGPS Executive Committee approved the Second Amended and Restated Joint Powers Agreement (2nd Amendment), via Resolution No. JPA 2024-002, which amended and added various sections of the JPA, briefly summarized below:

- Amend Section 3 (Purpose) – to revise the purpose set forth in the JPA to more broadly serve and benefit the VGPS Members and their constituents by developing strategies to diversify the regional economy.
- Amend Section 8 (Additional Member) – to include the City of Coachella as a VGPS Member.
- Amend Section 10 (JPA Executive Committee – Powers and Duties) – to expand the territorial boundaries of the JPA to include the City of Coachella.
- Amend Section 11 (Territorial Boundaries) – to create a 501(c) (6) entity, formerly the Board of Directors, to manage the destination activities of the JPA.
- Add Section 24 Voting – to note that each JPA Member shall have an equal vote; motions considered by the JPA Executive Committee shall require majority of votes cast (more than half) to pass a motion; and in the event of a tie vote, the motion before the JPA Executive Committee shall be deemed defeated.
- Amend language throughout for necessary updates and consistency.

Section 24 of the 2016 JPA provides that the JPA may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the VGPS members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable law. Section 24 has been renumbered to Section 27 in the 2nd Amendment.

On March 29, 2024, the VGPS Executive Committee approved an amendment to the 2<sup>nd</sup> Amendment, via Resolution No. JPA 2024-003, to amend Section 12 (Contributions) to add:

- Subsection (a) – a one-time Initial Membership Fee consisting of an Entry Fee and Operation Fee; and
- Subsection (b) – an annual contribution from each VGPS Member of either 1) minimum \$35,000 each year, or 2) the applicable contribution amounts set forth in the JPA formula of Gross Rental Room Revenue for Lodging Establishments and Convention Hotels, whichever is greater.

In accordance with the JPA, the proposed amendment to the 2nd Amendment requires the approval of all City Councils that are member agencies.

**DISCUSSION/ANALYSIS:**

VGPS approached the City of Coachella and recommended adding the City of Coachella to the JPA Executive Committee. This recommendation is based on the addition of economic development diversity recruitment and the addition of short-term vacation rentals. During the JPA agreement amendment process VGPS learned that when the JPA was first established and organized, an entry and operation fee were required of all JPA member agencies.

Upon executing the Joint Powers Agreement on February 1, 1989, the original JPA members (eight cities) paid an upfront fee to help establish the organization. Commencing July 1, 1989, and quarterly thereafter, each JPA member agency contributed an amount based on a funding formula.

The interim funding fee and interim operation fee were divided among the JPA member cities. The interim fee was based on .55% x gross sales and the operation fee was based on the interim fee multiplied by 15.62%. Please see the original interim funding schedule below:

<b>Fiscal Year 1988/1998 Interim Funding Formula</b>			
<b>City</b>	<b>FY 1987-1988 Estimated Gross Sales</b>	<b>FY 1987-1988 x .55%</b>	<b>Interim Operation x 15.62%</b>
<b>Desert Hot Springs</b>	\$ 3,338,000.00	\$ 18,359.00	\$ 2,868.00
<b>Palm Springs</b>	\$ 63,333,000.00	\$ 348,332.00	\$ 54,409.00
<b>Cathedral City</b>	\$ 10,744,000.00	\$ 59,092.00	\$ 9,230.00
<b>Rancho Mirage</b>	\$ 23,750,000.00	\$ 130,625.00	\$ 20,404.00
<b>Palm Desert</b>	\$ 47,083,000.00	\$ 258,957.00	\$ 40,449.00
<b>Indian Wells</b>	\$ 9,857,000.00	\$ 54,214.00	\$ 8,468.00
<b>La Quinta</b>	\$ 9,250,000.00	\$ 50,875.00	\$ 7,947.00
<b>Indio</b>	\$ 5,375,000.00	\$ 29,563.00	\$ 4,618.00
<b>Coachella</b>	\$ -	\$ 10,000.00	\$ 1,562.00
<b>Total</b>	<b>\$ 172,730,000.00</b>	<b>\$ 960,017.00</b>	<b>\$ 150,000.00</b>

Riverside County joined the JPA Executive Committee in 1995. The amendment to the Joint Powers Agreement approving and adopting the membership of Riverside County established a minimum contribution of \$30,000. The minimum annual contribution was subject to an annual increase at a rate of 5% per year.

Based on the City of Coachella's historical transient occupancy tax (TOT) budget figures and using the JPA formula, the following table outlines what Coachella's annual JPA contribution would have been for previous years. These calculations are for reference:

<b>City of Coachella</b>			
<b>Fiscal Year</b>	<b>TOT</b>	<b>Gross Revenues</b>	<b>JPA Formula</b>
<b>2017/2018</b>	\$90,360.00	\$1,004,000.00	\$1,506.00
<b>2018/2019</b>	\$133,385.00	\$1,482,055.56	\$2,223.08
<b>2019/2020</b>	\$227,076.00	\$2,523,066.67	\$3,784.60
<b>2020/2021</b>	\$533,044.00	\$5,922,711.11	\$8,884.07
<b>2021/2022</b>	\$710,666.00	\$7,896,288.89	\$11,844.43
<b>2022/2023</b>	\$380,060.00	\$4,222,888.89	\$6,334.33
<b>2023/2024</b>	\$500,000.00	\$5,555,555.56	\$8,333.33

Based on the formula from FY88/89 and the most recent estimated TOT collections, the initial fee charged to Coachella to join the JPA Executive Committee would be as follows:

- The City of Coachella entry fee calculation is based on their FY 23/24 gross revenues estimate, which is \$5,555,555.56.
- $\$5,555,555.00 \times .55\% = \$30,555$ , plus the operation fee ( $\$30,555 \times 15.62\%$ ) = \$4,772.
- The total amount would be **\$35,327**.

VGPS Staff are recommending any new member agency should pay the entry fee and the fee should be paid within 30 days of joining the JPA Executive Committee. Outlined below are the current JPA contribution estimates. These figures may fluctuate depending on the final gross revenues.

<b>Visit Greater Palm Springs Funding Budgets - Desert Cities Fiscal Year 2023-2024</b>	
<b>JPA Member</b>	<b>23/24 Annual Contribution</b>
<b>Cathedral City</b>	\$ 50,625.00
<b>Desert Hot Springs</b>	\$ 42,841.99
<b>Indian Wells</b>	\$ 285,714.29
<b>Indio</b>	\$ 77,550.00
<b>La Quinta</b>	\$ 389,393.18
<b>Palm Desert</b>	\$ 425,000.00
<b>Palm Springs</b>	\$ 874,599.17
<b>Rancho Mirage</b>	\$ 374,591.80
<b>Riverside County</b>	\$ 12,500.00

VGPS Staff is recommending due to the additional responsibilities of economic development recruitment and the broader benefits recognized by the member agencies, a minimum annual JPA member contribution of \$35,000 or the current JPA formula, whichever is greater. The minimum would apply to each JPA member, and the minimum fee would increase annually based on the CPI for Southern California. The JPA formula would not be subject to the CPI adjustment. The annual JPA member contribution, whether the minimum fee or formula fee, would be paid quarterly to the organization and adjusted at the end of the fiscal year based on actual gross room revenues.

**ALTERNATIVES:**

1. Not approve the adoption of Resolution No. 2024-13 for the City of Coachella to join the JPA Executive Committee.

2. Provide staff with alternative direction

**FISCAL IMPACT:**

The proposed amendment includes the addition of a one-time Initial Membership Fee for new VGPS members, consisting of an Entry Fee and Operation Fee, and a minimum Annual Contribution from all members. The Annual Contribution would be the greater of either: 1) \$35,000, or 2) the applicable contribution amounts based on the formula set forth in the 2nd Amendment.

Should the City Council approve staff recommendations, this action would authorize the appropriations in the amount of \$35,324 from the General Fund Unreserved Fund Balance (Fund 101) for this fiscal year. Furthermore, would have a future annual impact of \$35,000 moving forward in each fiscal year.

**ATTACHMENTS:**

1. Resolution No. 2024-13 approving the City of Coachella to join the Joint Powers Authority (JPA) Executive Committee and approving the Amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGSP).
2. VGPS Staff Report – March 29, 2024
3. VGPS Resolution No. JPA 2024-003 – Approving an amendment to the Section 12 of the Amended and Restated Joint Powers Agreement Regarding Contribution Schedule for the Joint Powers Authority Members
4. VGPS 2<sup>nd</sup> Amended and Restated JPA Agreement
5. VGPS Redlined 2<sup>nd</sup> Amended and Restated JPA Agreement
6. VGPS – 1989 JPA Agreement
7. VGPS – 2023 Results and 2024 Goals

**RESOLUTION NO. 2024-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COACHELLA, CALIFORNIA, APPROVING THE CITY OF  
COACHELLA TO JOIN THE JOINT POWERS AUTHORITY  
EXECUTIVE COMMITTEE AND APPROVING THE AMENDMENT TO  
THE SECOND AMENDED AND RESTATED JOINT POWERS  
AGREEMENT WITH THE VISIT GREATER PALM SPRINGS (VGPS)**

**WHEREAS**, Visit Greater Palm Springs (VGPS), formerly the Greater Palm Springs Convention and Visitors Bureau (CVB), is a Joint Powers Authority operating under the Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*), located in the County of Riverside, State of California; and

**WHEREAS**, the VGPS was formed in 1989 and the operative legal document governing the VGPS as a joint powers authority is the Joint Powers Agreement (JPA), originally executed in 1989 and subsequently amended on multiple occasions, including on or about June 18, 2002, and most recently on or about January 20, 2016; and

**WHEREAS**, Section 24 of the JPA provides that the JPA may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the VGPS members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable law; Section 24 has been renumbered to Section 27 in the Second Amended and Restated JPA; and

**WHEREAS**, Section 3 (Purpose) of the JPA provides that the purpose of the VGPS is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley, and to attract visitors from national and international markets, all to the benefit of the VGPS Members and their constituents; and

**WHEREAS**, Section 8 (Additional Members) of the JPA provides that additional VGPS Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as VGPS Members at any time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the VGPS Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws; and

**WHEREAS**, Section 10 (JPA Executive Committee – Power and Duties) of the JPA currently authorize the JPA Executive Committee to appoint an advisory board (known as the Board of Directors) to conduct certain activities on behalf of the JPA; the JPA Executive Committee determines that it is in the best interest of the JPA to create a 501(c) (6) entity, formerly the Board of Directors, to manage the destination activities of the JPA as further set forth below; and

**WHEREAS**, Section 11 (Territorial Boundaries) of the JPA provides that VGPS territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley

situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert, and Rancho Mirage. The territorial boundaries of VGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the VGPS Members' legislative bodies; and

**WHEREAS**, Section 12 (Contributions) of the JPA sets forth the contribution amounts for JPA Members' participation in the JPA. Pursuant to the JPA, the contribution amounts may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies; and

**WHEREAS**, on February 29, 2024, the VGPS Executive Committee adopted Resolution No. JPA 2024-002 approving the Second Amended and Restated JPA, and incorporated herewith by this reference, to:

(1) Amend Section 3 (Purpose) – to revise the purpose set forth in the JPA, to more broadly serve and benefit the VGPS Members and their constituents by developing strategies to diversify the regional economy; and

(2) Amend Section 8 (Additional Members) – to include the City of Coachella as a VGPS Member; and

(3) Amend Section 10 (JPA Executive Committee – Power and Duties) – to expand the territorial boundaries of the JPA to include the City of Coachella; and

(4) Amend Section 11 (Territorial Boundaries) – to create a 501(c) (6) entity, formerly the Board of Directors, to manage the destination activities of the JPA; and

(5) Add Section 24 (Voting) – to note that each JPA Member shall have an equal vote; motions considered by the JPA Executive Committee shall require majority of votes cast (more than half) to pass a motion; and in the event of a tie vote, the motion before the JPA Executive Committee shall be deemed defeated; and

(6) Amend language throughout for necessary updates and consistency; and

**WHEREAS**, on March 29, 2024, the Executive Committee adopted Resolution No. JPA 2024-003 approving an amendment to the Second Amended and Restated JPA, enclosed as and incorporated herewith by this reference to:

(7) Amend Section 12 (Contributions) to add the following subsections:

(a) Initial Membership Fee – consisting of an Entry Fee and Operation Fee based on the calculations set forth in Section 12(a) as detailed in Exhibit A; and

(b) Annual Contribution – to note that each VGPS Member shall pay to the JPA  
(i) the greater of \$35,000 each year, or (ii) the applicable contribution amounts as set forth in formula of VGPS JPA Second Amended and Restated Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that this City Council of the City of Coachella, California, as follows:

1. The recitals set forth hereinabove are true and correct; constitute the findings of the City Council; and are incorporated herewith by this reference.
2. Approve the City of Coachella to join the Joint Powers Authority (JPA) Executive Committee.
3. Approve the Amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGSP).
4. Appoint a council member to represent the City on the JPA Executive Committee.
5. Authorize the payment in the amount of \$35,327 for the entry and operation fee.
6. Authorize the City Manager to execute the agreement.

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of April 2024.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024-13 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24<sup>th</sup> day of April 2024 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Delia Granados  
Deputy City Clerk

70100 *highway* 111 / rancho mirage, ca 92270  
 760.770.9000 / 800.967.3767

**STAFF REPORT**

TO: JPA Member Cities  
 FROM: Scott White, President & CEO  
 DATE: March 29, 2024

**SUBJECT: THE JPA EXECUTIVE COMMITTEE IS RECOMMENDING APPROVAL AND ADOPTION OF THE AMENDED AND RESTATED JOINT POWERS AGREEMENT TO ADD ECONOMIC DEVELOPMENT DIVERSITY RECRUITMENT, GUIDELINES FOR ADDING A NEW MUNICIPALITIES (CITY OF COACHELLA) AND CONTRIBUTION SCHEDULE FOR JOINT POWERS AUTHORITY MEMBERS**

**Background**

The VGPS staff recommended adding the City of Coachella to the JPA Executive Committee. This recommendation was based on the new economic development diversity recruitment responsibilities and the addition of short-term vacation rentals in the City of Coachella. During the JPA agreement amendment process VGPS staff learned that when the JPA was first established, an entry and operation fee were required of all JPA member agencies.

Upon executing the Joint Powers Agreement on February 1, 1989, the original JPA members (eight cities) paid an upfront fee to help establish the organization. Commencing July 1, 1989, and quarterly thereafter, each JPA member agency contributed an amount based on a funding formula.

The interim funding fee and interim operation fee were divided among the JPA member cities. The interim fee was based on .55% x gross sales and the operation fee was based on the interim fee multiplied by 15.62%. Please see the original interim funding schedule below:

Fiscal Year 1988/1989 Interim Funding Formula			
City	FY 1987-1988	FY 1987-1988	Interim Operation x 15.62%
	Estimated Gross Sales	x .55%	
Desert Hot Springs	\$ 3,338,000.00	\$ 18,359.00	\$ 2,868.00
Palm Springs	\$ 63,333,000.00	\$ 348,332.00	\$ 54,409.00
Cathedral City	\$ 10,744,000.00	\$ 59,092.00	\$ 9,230.00
Rancho Mirage	\$ 23,750,000.00	\$ 130,625.00	\$ 20,404.00
Palm Desert	\$ 47,083,000.00	\$ 258,957.00	\$ 40,449.00
Indian Wells	\$ 9,857,000.00	\$ 54,214.00	\$ 8,468.00
La Quinta	\$ 9,250,000.00	\$ 50,875.00	\$ 7,947.00
Indio	\$ 5,375,000.00	\$ 29,563.00	\$ 4,618.00
Coachella	\$ -	\$ 10,000.00	\$ 1,562.00
<b>Total</b>	<b>\$ 172,730,000.00</b>	<b>\$ 960,017.00</b>	<b>\$ 150,000.00</b>

Riverside County joined the JPA Executive Committee in 1995. The amendment to the Joint Powers Agreement approving and adopting the membership of Riverside County established a minimum

contribution of \$30,000. The minimum annual contribution was subject to an annual increase at a rate of 5% per year. Outlined below are the historical payments made by Riverside County.

Riverside County Annual Contribution	
1995	\$ 31,500.00
1996	\$ 31,500.00
1997	\$ 33,000.00
1998	\$ 34,729.00
1999	\$ 36,465.00
2000	\$ 38,288.00
2001	\$ 40,202.00
2002	\$ 42,216.00
2003	\$ 44,323.00
2004	\$ 46,540.00
2005	\$ 48,865.00
2006	\$ 57,172.00
2007	\$ 57,172.00
2008	\$ 48,824.00
2009	\$ 36,618.00
New JPA formula began Jan 2010	
2010 1st half	\$ 18,309.00
FY 2010-2011	\$ -
FY 2011-2012	\$ 12,000.00
FY 2012 through 2023	\$ 12,500.00

When the TBID was established in 2009, the JPA formula was reduced by 75%. Riverside County's annual contribution amount was reduced to align with the reduction of the JPA formula. Riverside County paid \$12,500 each year since FY 12/13.

We have no record why Riverside County has not used the established JPA formula that is currently .15% of gross rental revenues for non-convention lodging and .35% for convention lodging.

For reference, the Riverside County estimated JPA formula contribution for FY 22/23 would have been \$25,093.

Based on the City of Coachella's historical transient occupancy tax (TOT) budget figures and using the JPA formula, the following table outlines what Coachella's annual JPA contribution would have been for previous years. These calculations are for reference:

FY	TOT	Gross Revenues	JPA Formula
2017/2018	\$90,360.00	\$1,004,000.00	\$1,506.00
2018/2019	\$133,385.00	\$1,482,055.56	\$2,223.08
2019/2020	\$227,076.00	\$2,523,066.67	\$3,784.60
2020/2021	\$533,044.00	\$5,922,711.11	\$8,884.07
2021/2022	\$710,666.00	\$7,896,288.89	\$11,844.43
2022/2023	\$380,060.00	\$4,222,888.89	\$6,334.33
2023/2024	\$500,000.00	\$5,555,555.56	\$8,333.33

Based on the formula from FY 88/89 and the most recent estimated TOT collections, the initial fee charged to Coachella to join the JPA Executive Committee would be as follows:

The city of Coachella entry fee calculation is based on their FY 23/24 gross revenues estimate.

$\$5,555,555.00 \times .55\% = \$30,555$  plus the operation fee ( $\$30,555 \times 15.62\%$ ) = \$4,772. The total amount would be **\$35,327**.

Staff are recommending any new member agency should pay the entry fee and the fee should be paid within 30 days of joining the JPA Executive Committee.

Outlined below are the current JPA contribution estimates. These figures may fluctuate depending on the final gross revenues and are provided for reference.

Visit Greater Palm Springs Funding Budgets - Desert Cities 'Fiscal Year 2023-2024	
JPA Member	23/24 Annual Contribution
Cathedral City	\$ 50,625.00
Desert Hot Springs	\$ 42,841.99
Indian Wells	\$ 285,714.29
Indio	\$ 77,550.00
La Quinta	\$ 389,393.18
Palm Desert	\$ 425,000.00
Palm Springs	\$ 874,599.17
Rancho Mirage	\$ 374,591.80
Riverside County	\$ 12,500.00

Staff is recommending due to the additional responsibilities of economic development recruitment and the broader benefits recognized by the member agencies, a minimum annual JPA member contribution of \$35,000 or the current JPA formula, shown below, whichever is greater, should be required by all member agencies, including Riverside County, and may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

A contribution from each of the JPA Members is a funding mechanism equal to:

.0015 x Gross Room Rental Revenue for Lodging establishments excluding Convention Hotels, and  
.0035 x Gross Room Rental Revenue for Convention Hotels

The Gross Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the JPA Members.

There is no material impact to the current JPA member cities.

# JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE

## RESOLUTION NO. JPA 2024-003

**Gary Gardner, Chair**  
City of Desert Hot Springs

**Waymond Fermon, Vice Chair**  
City of Indio

**Mark Carnevale**  
City of Cathedral City

**Greg Sanders**  
City of Indian Wells

**Linda Evans**  
City of La Quinta

**Jan Harnik**  
City of Palm Desert

**Jeffrey Bernstein**  
City of Palm Springs

**Steve Downs**  
City of Rancho Mirage

**V. Manuel Perez**  
County of Riverside

### A RESOLUTION OF THE JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE OF VISIT GREATER PALM SPRINGS APPROVING AN AMENDMENT TO SECTION 12 OF THE AMENDED AND RESTATED JOINT POWERS AGREEMENT REGARDING CONTRIBUTION SCHEDULE FOR JOINT POWERS AUTHORITY MEMBERS

**WHEREAS**, Visit Greater Palm Springs (VGPS) is a Joint Powers Authority ("JPA") operating under the Joint Exercise of Powers Act (California Government Code §§6500 et seq.), located in the County of Riverside, State of California; and

**WHEREAS**, the JPA Executive Committee serves as the governing body of VGPS; and

**WHEREAS**, the JPA Executive Committee adopted the Joint Powers Agreement ("Amended and Restated Agreement") on January 20, 2016 ("JPA Agreement"); and

**WHEREAS**, section 12 of the JPA Agreement sets forth the contribution amounts for JPA Members' participation in the JPA. Pursuant to the JPA Agreement, the contribution amounts may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies; and

**WHEREAS**, in accordance with the above referenced sections of the JPA Agreement, the JPA Executive Committee now desires to revise the JPA Members' contribution amounts as set forth below.

**NOW, THEREFORE, BE IT RESOLVED by the JPA Executive Committee of Visit Greater Palm Springs as follows:**

**Section 1. Recitals.**

That the Recitals set forth above are true and correct.

**Section 2. JPA Member Contributions.**

That the JPA Executive Committee hereby approves and adopts the following amendment to section 12 ("Contributions") of the JPA Agreement:

(a) Each new JPA Member shall pay to the JPA a one-(1) time fee of \$\_\_\_\_\_ upon commencing membership in the JPA and within five (5) working days of the date of a written demand for payment from VGPS.

(b) Each JPA Member shall pay to the JPA (i) the greater of \$\_\_\_\_\_ each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

A contribution from each of the JPA Members is a funding mechanism equal

to:

.0015 x Gross Room Rental Revenue for Lodging Establishments  
excluding Convention Hotels, and  
.0035 x Gross Room Rental Revenue for Convention Hotels

(c) The Gross Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the JPA Members.

**Section 3.** That the President/Chief Executive Officer of VGPS and/or his designee shall take all reasonable steps to) seek the approval of the amendment to section 12 of the JPA Agreement by the legislative bodies of the JPA Members.

**Section 4. Severability.**

That the Executive Committee declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

**Section 5. Repeal of Conflicting Provisions.**

That all the provisions heretofore adopted by Visit Greater Palm Springs or the Executive Committee that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 6. Effective Date.**

That this Resolution shall take effect immediately upon its adoption.

**Section 7. Certification.**

That the Clerk of the Executive Committee shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

[Remainder of this page intentionally left blank.]

**PASSED, APPROVED AND ADOPTED** at a special meeting of the Joint Powers Authority (JPA) Executive Committee of Visit Greater Palm Springs, held on the \_\_ day of March, 2024, by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

---

**Gary Gardner, Chair**  
**Executive Committee**  
**Visit Greater Palm Springs**

**ATTEST:**

---

**Sarah Goslin, Clerk for the Executive Committee**

**APPROVED AS TO FORM:**

---

**Lena D. Wade, General Counsel**

VISIT GREATER PALM SPRINGS

JOINT POWERS AGREEMENT  
("Second Amended and Restated Agreement")

A California Joint Powers Authority  
Created Pursuant to California Government Code Section 6500 et seq.

\_\_\_\_\_, 2024

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This Second Amended and Restated Joint Powers Agreement (this “Agreement”) is entered into by and between the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, and the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the California Government Code. The Joint Powers Authority is known as “Visit Greater Palm Springs” (“VGPS”). The parties to this Agreement are individually referred to herein as “JPA Member” and collectively as “JPA Members.”

## RECITALS

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority (“JPA”); and

**WHEREAS**, the JPA Members entered into the original joint powers agreement on February 8, 1989, to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world- wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the JPA Members have in common; and

**WHEREAS**, it is intended by the JPA Members that this Agreement shall be amendatory of the First Amended and Restated Joint Powers Agreement, dated January 20, 2016, including any subsequent amendments (“First Amended and Restated Agreement”), and shall restate, amend and supersede the First Amended and Restated Agreement in its entirety as of the Effective Date; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to (i) add the City of Coachella as a JPA Member, (ii) add the City of Coachella to the territorial boundaries of the JPA; and (iii) amend the purpose of JPA as set forth below, among additional provisions as stated herein; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Second Amended and Restated Joint Powers Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, and intending to be legally bound hereby, the JPA Members hereby covenant and agree as follows:

## AGREEMENT

### **Section 1. Definitions**

The following words, terms and phrases shall have the following meanings:

“Additional JPA Members” shall mean qualified municipalities that may be added as members of JPA as described in Section 8.

“Board of Directors” shall mean the Board of Directors of the Greater Palm Springs Business Alliance (“GPSBA”) comprised of persons associated with the local hospitality industry for the purposes described in Section 10.

“Convention Hotel” shall mean a hotel, motel or similar property with 50 rooms or greater.

“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.

“JPA” shall mean the Joint Powers Authority and may also be referred to herein as VGPS.

“JPA Executive Committee” shall mean the JPA’s governing body formed for the purposes and having the powers and duties set forth in Section 10.

“JPA Member” shall mean a municipality that is party to this Agreement.

“JPA Members” shall mean, collectively, the municipalities that have entered into this Agreement.

“JPA Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

“Lodging Establishments” shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, public or private clubs, campgrounds, mobile homes or house trailers at fixed locations, or other like structure or portion thereof and dwelling utilized for short term rental and subject to local transient occupancy tax.

“Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

“President and Chief Executive Officer” shall mean the individual employed by VGPS, who is responsible for professionally supervising, managing, and administering VGPS’s day-to-day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“TBID” shall mean Tourism Business Improvement District assessment.

“Technical Advisory Committee” or “TAC” shall mean the committee which may be appointed by a majority vote of VGPS’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

“Treasurer” shall mean the individual appointed by VGPS’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

“VGPS Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

“Visit Greater Palm Springs” or “VGPS” shall mean the Joint Powers Authority formed by the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

**Section 2.      Incorporation of Recitals**

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

**Section 3.      Purpose**

The purpose of VGPS is to benefit all JPA Members and their constituents by jointly:

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to attract visitors from national and international markets; and

(b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the entire economy of the Coachella Valley.

**Section 4.      Name**

The name of the JPA shall be “Visit Greater Palm Springs” (“VGPS”) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

**Section 5.      First Amended and Restated Agreement Superseded - Effective Date**

It is intended by the JPA Members that this Agreement shall be amendatory of the First Amended and Restated Agreement and shall restate, amend and supersede the First Amended and Restated Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the JPA Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and

a two-thirds vote of the JPA Members' legislative bodies ("Effective Date").

### **Section 6. Termination**

(a) This Agreement may be terminated by unanimous vote of all the JPA Members' legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a JPA Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing JPA Member as described in Section 13; and

(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the JPA Members' treasuries in proportion to the JPA Member Contributions made by the respective JPA Member to the JPA.

(c) Upon termination of this Agreement and dissolution of the JPA, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

### **Section 7. JPA Members**

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

### **Section 8. Additional Members**

Additional JPA Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as JPA Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

### **Section 9. Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city JPA Member; and (ii) a member of the Riverside County Board of Supervisors.

(b) Only those members of the JPA Executive Committee, whose agencies pay the JPA Member Contributions, as set forth in this Agreement, shall be entitled to vote.

### **Section 10. JPA Executive Committee - Powers and Duties**

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA,

either directly or by delegation of its authority, as the JPA Executive Committee deems appropriate, which shall include but not be limited to the following:

(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's subsequent fiscal year, the term of which shall be set by a majority vote of the JPA Executive Committee;

(c) Delegate authority to manage destination activities and the daily operations of VGPS to GPSBA, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

Activities other than tourism related activities, such as but not limited to economic diversification efforts, shall remain the responsibility of the JPA and shall be governed by the JPA Members and/or their assignee(s) as determined by the JPA Executive Committee.

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member employed by each JPA Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;

(e) Retain an individual licensed to practice law in the State of California who shall serve as General Legal Counsel for the JPA and who shall assist the JPA with any legal assistance as may be requested by the JPA Executive Committee or President/Chief Executive Officer or their authorized designees; and

(f) Create any committees, sub-committees, and advisory committees, as deemed necessary by a majority vote of the JPA Executive Committee, to advance and/or achieve the purposes set forth in this Agreement.

(g) Pursuant to Section 6509 of the Government Code, the powers set forth in this Agreement shall be subject to the restrictions upon the manner of exercising such similar powers

as are imposed on the City of Rancho Mirage in the exercise of similar powers.

**Section 11. Territorial Boundaries**

The JPA's territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the VGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies.

**Section 12. Contributions**

(a) Initial Membership Fee. Each new JPA Member shall pay to the JPA a one-(1) time entry fee and operation fee calculated as follows:

- (i) Entry Fee: The "Entry Fee" shall be calculated by multiplying the new JPA Member's current fiscal year's gross revenue estimate by .55%.
- (ii) Operation Fee: The "Operation Fee" shall be calculated by multiplying the Entry Fee by 15.62%.

The sum of the Entry Fee and the Operation Fee is due within thirty (30) days of a new JPA Member joining the JPA.

(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of \$35,000 each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

A contribution from each of the JPA Members is a funding mechanism equal to:

.0015 x Gross Room Rental Revenue for Lodging Establishments excluding Convention Hotels, and  
 .0035 x Gross Room Rental Revenue for Convention Hotels

(c) The Gross Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the JPA Members.

**Section 13. Withdrawal**

Any Party may withdraw as a JPA Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing JPA Member's legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the VGPS's Fiscal Year.

(c) All JPA Member Contributions must be paid in full by the withdrawing JPA Member through the end of the current VGPS Fiscal Year of the year when the withdrawing JPA Member provides its Notice of Withdrawal as well as the following VGPS Fiscal Year.

(d) After giving notice of withdrawal, a withdrawing JPA Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing JPA Member may again become a party to this Agreement on condition that it pays to the treasury of the VGPS an amount equal to all JPA Member Contributions which the withdrawing JPA Member would have been required to pay if it had not withdrawn from participation.

(f) Partners within the territorial boundaries of the VGPS may remain active Partners as long as their respective government entity is a JPA Member and during the period of their JPA Member's withdrawal from the Joint Powers Agreement.

(g) In the event of withdrawal by a JPA Member, the JPA shall continue to be entitled to the full amount of the TBID unless and until the TBID expires without renewal or is disestablished pursuant to the Property and Business Improvement Area Law of 1994, Streets & Highways Code §36600 et seq. The withdrawing JPA Member shall continue to be responsible for collecting the TBID on a monthly basis (including any delinquencies, penalties and interest) from each assessed business and forwarding the same to the JPA.

#### **Section 14.      Expulsion/Withdrawal**

A JPA Member may be expelled or suspended by a two-thirds (2/3) vote of the VGPS Executive Committee for an event of breach of this Agreement or the Bylaws, as amended from time to time, as determined by the remaining members of the JPA Executive Committee. The procedures for hearing and notice of expulsion and suspension shall be set forth in the bylaws of the JPA Executive Committee.

#### **Section 15.      Separate Entity**

Except for termination as provided in Section 6 of this Agreement, pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one JPA Member except that any JPA Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

#### **Section 16.      Powers of the JPA**

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the California Government Code, this JPA shall have the authority to exercise any power common

to the contracting parties, including without limitation any of the following:

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (d) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (e) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
- (f) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (g) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (h) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;
- (i) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
- (j) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
- (k) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;
- (l) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this Agreement by the JPA Members constitutes consent to:
  - (i) the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the VGPS in connection with formation of the said district ("2013 TMD"); and

(ii) the formation of the Greater Palm Springs Tourism Business Improvement District pursuant to Resolution No. 2016-004 and to levy an assessment of three percent (3%) on Convention Hotels;

(iii) the renewal of the Greater Palm Springs Tourism Business Improvement District pursuant to Ordinance No. 2020-005 (“2021 TBID”) and to levy an assessment of three percent (3%) on Convention Hotels and one percent (1%) on vacation rentals;

(m) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

(n) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

(o) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the Government Code;

(p) The power to provide insurance pursuant to section 989 of the Government Code et seq.;

(q) The power to sue and be sued in the name of the JPA;

(r) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to growing and diversifying the economy through promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors, groups, meetings, conventions and new businesses from national and international markets, as permitted pursuant to Government Code section 37110;

(s) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;

(t) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;

(u) The power to lobby on behalf of tourism and economic development;

(v) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the tourism and economic development industry; and

(w) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

### **Section 17. Power to Invest**

Pursuant to Government Code section 6509.5, the JPA shall have the power to invest

any money in its treasury pursuant to the provisions set forth in Government Code section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA may determine from time to time is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601.

**Section 18.      Bonding**

Pursuant to Government Code section 6505.1, individuals occupying the following positions shall file an official bond in an amount deemed sufficient by the JPA Executive Committee:

- (a)     President/Chief Executive Officer;
- (b)     Director of Finance; and
- (c)     Treasurer.

**Section 19.      Treasurer and Auditor - Designations**

Pursuant to Government Code section 6505.6, the JPA Executive Committee shall designate by resolution an officer or employee of the JPA to fill the functions of Treasurer and Auditor of the JPA, and the JPA Executive Committee may appoint one qualified person to serve as both Treasurer and Auditor or two qualified persons to serve as each separately.

**Section 20.      Treasurer - Duties and Responsibilities**

Pursuant to section 6505.5 Government Code, the Treasurer shall do all of the following:

- (a)     Receive and receipt (account) for all money of the JPA and place it in the treasury of the Treasurer so designated to the credit of the JPA;
- (b)     Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;
- (c)     Pay when due, out of the money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;
- (d)     Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and
- (e)     Verify and report in writing no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties financial statement of activities for the year.

**Section 21.      Independent Audit**

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an

independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

**Section 22. Auditor's Duties**

The Auditor shall perform the following duties:

- (a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;
- (b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;
- (c) Review payroll registers at least monthly;
- (d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;
- (e) Review investments made by the President or Treasurer;
- (f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and
- (g) Assist staff in the selection of the Certified Public Accounting firm.

**Section 23. Attorney's Fees**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

**Section 24. Voting**

Each JPA Member shall have an equal vote. A motion considered by the JPA Executive Committee shall require a majority of votes cast (more than half) to pass such motion. In the event of a tie vote, such motion before the JPA Executive Committee shall be deemed defeated.

**Section 25. Severability**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

**Section 26. Waiver**

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

**Section 27. Amendments**

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

**Section 28. Ambiguities or Uncertainties**

The JPA Members have mutually negotiated the terms and conditions of this Agreement and each JPA Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all JPA Members and none of the JPA Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any JPA Member.

**Section 29. Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**Section 30. Venue**

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**Section 31. Notices**

Any notice or communication required hereunder between the JPA and the JPA Members shall be in writing and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of Coachella 53990 Enterprise Way Coachella, CA 92236 Attention: City Manager
City of Desert Hot Springs 11999 Palm Drive Desert Hot Springs, CA 92240 Attention: City Manager	City of Indian Wells 44950 Eldorado Drive Indian Wells, CA 92210 Attention: City Manager
City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager	City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 Attention: City Manager
City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260 Attention: City Manager	City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262 Attention: City Manager
City of Rancho Mirage 69825 Highway 111 Rancho Mirage, CA 92270 Attention: City Manager	County of Riverside County Administration Center 4080 Lemon Street Riverside, California 92501 Attention: County Clerk

### **Section 32. Counterparts**

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

### **Section 33. Privileges and Immunities**

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the duly authorized representatives of the JPA Members have each executed this Agreement.

<p><b>CITY OF CATHEDRAL CITY</b></p> <p>_____</p> <p>Mark Carnevale, Mayor</p> <p>Dated: _____</p> <p>_____</p> <p>Charlie McClendon, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Tracey R. Hermosillo, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Eric S. Vail, City Attorney</p>	<p><b>CITY OF COACHELLA</b></p> <p>_____</p> <p>Steven Hernandez, Mayor</p> <p>Dated: _____</p> <p>_____</p> <p>Gabriel Martin, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Angela M. Zepeda, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Carlos Campos, City Attorney</p>
<p><b>CITY OF DESERT HOT SPRINGS</b></p> <p>_____</p> <p>Scott Matas, Mayor</p> <p>Dated: _____</p> <p>_____</p> <p>Frank Luckino, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Jerryl Soriano, CMC, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Jennifer Mizrahi, City Attorney</p>	<p><b>CITY OF INDIAN WELLS</b></p> <p>_____</p> <p>Greg Sanders, Mayor</p> <p>Dated: _____</p> <p>_____</p> <p>Christopher Freeland, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Angelica Avila, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Todd Leishman, City Attorney</p>

<p><b>CITY OF INDIO</b></p> <hr/> <p>Guadalupe Ramos Amith, Mayor</p> <p>Dated: _____</p> <hr/> <p>Bryan Montgomery, City Manager</p> <p>ATTEST:</p> <hr/> <p>Cynthia Hernandez, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Steven P. Graham, City Attorney</p>	<p><b>CITY OF LA QUINTA</b></p> <hr/> <p>Linda Evans, Mayor</p> <p>Dated: _____</p> <hr/> <p>Jon McMillen, City Manager</p> <p>ATTEST:</p> <hr/> <p>Monika Redeva, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>William H. Ihrke, City Attorney</p>
<p><b>CITY OF PALM DESERT</b></p> <hr/> <p>Karina Quintanilla, Mayor</p> <p>Dated: _____</p> <hr/> <p>Todd Hileman, City Manager</p> <p>ATTEST:</p> <hr/> <p>Anthony Mejia, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Isra Shah, City Attorney</p>	<p><b>CITY OF PALM SPRINGS</b></p> <hr/> <p>Jeffrey Bernstein, Mayor</p> <p>Dated: _____</p> <hr/> <p>Scott Stiles, City Manager</p> <p>ATTEST:</p> <hr/> <p>Brenda Pree, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Jeffrey Ballinger, City Attorney</p>

**CITY OF RANCHO MIRAGE**

---

Steve Downs, Mayor

Dated: \_\_\_\_\_

---

Isaiah Hagerman, City Manager

**ATTEST:**

---

Kristie Ramos, City Clerk

**APPROVED AS TO FORM:**

---

Steven B, Quintanilla, City Attorney

**COUNTY OF RIVERSIDE**

---

Chuck Washington, Chairman

---

Jeff Van Wagenen, County Executive  
Manager

**ATTEST:**

---

Kimberly A. Rector, Clerk of the Board

**APPROVED AS TO FORM:**

---

Minh Tran, County Counsel

**EXHIBIT A**  
**TERRITORIAL BOUNDARIES**



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This Second Amended and Restated Joint Powers Agreement (this "Agreement") is entered ~~hereto~~ into by and between the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, and the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code. ~~("Agreement"). The Joint Powers Authority is known as "Visit Greater Palm Springs" ("VGPS").~~ The parties to this Agreement are individually referred to herein as "CVBJPA Member" and collectively as "CVBJPA Members."

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**RECITALS**

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority ("JPA"); and

**WHEREAS**, the CVBJPA Members entered into the original joint powers agreement on February 8, 1989, ~~for the purpose~~ to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world-wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the CVBJPA Members have in common; and

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**WHEREAS**, it is intended by the CVBJPA Members that this Agreement shall be amendatory of the ~~original joint powers agreement~~ First Amended and Restated Joint Powers Agreement, dated ~~February 8, 1989~~ January 20, 2016, including any subsequent amendments ("~~Initial~~ First Amended and Restated Agreement"), and shall restate, amend and supersede the ~~Initial~~ First Amended and Restated Agreement in its entirety as of the Effective Date; and

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~~**WHEREAS**, the CVB Members, consisting of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside have consented to renaming the JPA to the "Greater Palm Springs Convention & Visitors Bureau" ("CVB") for all purposes.~~

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to (i) add the City of Coachella as a JPA Member, (ii) add the City of Coachella to the territorial boundaries of the JPA; and (iii) amend the purpose of JPA as set forth below, among additional provisions as stated herein; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Second Amended and Restated Joint Powers Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set

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forth, and intending to be legally bound hereby, the ~~CVBJPA~~ Members hereby covenant and agree as follows:

\_\_\_\_\_

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AGREEMENT

Section 1. Definitions

The following words, terms and phrases shall have the following meanings:

~~“Advisory Board” shall mean the board appointed by the JPA Executive Committee for the purposes described in paragraph (c) of Section 10.~~

“Additional JPA Members” shall mean qualified ~~organizations~~ municipalities that may be added as members of ~~CVBJPA~~ as described in Section 8.

~~“Board of Directors” shall mean the Board of Directors of the Greater Palm Springs Business Alliance (“GPSBA”) comprised of persons associated with the local hospitality industry for the purposes described in Section 10.~~

“Convention Hotel” shall mean a hotel, motel or similar property with 50 rooms or greater.

~~“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.~~

~~that provides facilities~~ “JPA” shall mean the Joint Powers Authority, and ~~services designed may also be referred to host meetings or gatherings within or upon the same premises of the hotel or within a facility (herein as VGPS.~~

“JPA Executive Committee” shall mean the JPA’s governing body formed for ~~example: convention centers, auditoriums, outdoor venues, etc.) that is in close proximity of the hotel~~ the purposes and having the powers and duties set forth in Section 10.

~~“CVB Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.~~

~~“CVB”~~ “JPA Member” shall mean ~~an organization~~ a municipality that is party to this Agreement.

“CVBJPA Members” shall mean, collectively, the ~~organizations~~ municipalities that have entered into this Agreement.

“CVBJPA Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

~~“Greater Palm Springs Convention & Visitors Bureau” or “CVB” shall mean the Joint Powers Authority formed by the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.~~

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~~“Lodging Establishments,” as referenced in Section 10, Paragraph C,” shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, or any private public or private clubs, campgrounds, mobile homes or house trailers at fixed locations, or other like structure or portion thereof and dwelling utilized for short term rental and subject to local transient occupancy tax.~~

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~~“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.~~

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~~“JPA Executive Committee” shall mean the CVB’s governing body formed for the purposes and having the powers and duties set forth in Section 10.~~

~~A “Non Convention Hotel” shall mean any structure, with the exception of the previously defined “Convention Hotels,” or any portion of any structure which is occupied or intended or designed for use or occupancy by transients including, but not limited to, dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, campground, mobile home or house trailer at a fixed location, or other like structure or portion thereof. Non Convention Hotel includes a recreational vehicle, as defined in Cal. Health & Safety Code § 18010 and campgrounds.~~

Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

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“President and Chief Executive Officer” shall mean the individual employed by CVB VGPS, who is responsible for professionally supervising, managing, and administering CVB’s VGPS’s day-to- day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“TBID” shall mean Tourism Business Improvement District assessment.

“Technical Advisory Committee” or “TAC” shall mean the committee which may be appointed by a majority vote of CVB’s VGPS’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

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“Treasurer” shall mean the individual appointed by CVB’s VGPS’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

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“VGPS Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

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“Visit Greater Palm Springs” or “VGPS” shall mean the Joint Powers Authority

formed by the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

**Section 2. Incorporation of Recitals**

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

**Section 3. Purpose**

The purpose of this Agreement VGPS is to form a joint powers authority to benefit all JPA Members and their constituents by jointly encourage, promote, and to do;

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the CVB Members and their constituents; and

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(b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the entire economy of the Coachella Valley.

**Section 4. Name**

The name of the JPA shall be the "Visit Greater Palm Springs Convention & Visitors Bureau" ("CVB" ("VGPS")) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

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**Section 5. ~~Initial~~ First Amended and Restated Agreement, Superseded - Effective Date**

It is intended by the CVBJPA Members that this Agreement shall be amendatory of the Initial First Amended and Restated Agreement and shall restate, amend and supersede the Initial First Amended and Restated Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the CVBJPA Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and a two-thirds vote of the CVBJPA Members' legislative bodies ("Effective Date").

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**Section 6. Termination**

(a) This Agreement may be terminated by unanimous vote of all the CVBJPA Members' legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a CVBJPA Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing CVBJPA Member as described in Section 13; and

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(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the CVBJPA Members' treasuries in proportion to the CVBJPA Member Contributions made by the respective CVBJPA Member to the JPA.

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(c) Upon termination of this Agreement and dissolution of the JPA, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

**Section 7. CVBJPA Members**

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

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**Section 8. Additional Members**

Additional CVBJPA Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as CVBJPA Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

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**Section 9. Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city CVBJPA Member; and (ii) a member of the Riverside County Board of Supervisors.

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(b) Only those members of the JPA Executive Committee, whose agencies pay the CVBJPA Member Contributions, as set forth in this Agreement, shall be entitled to vote.

**Section 10. JPA Executive Committee - Powers and Duties**

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA, either directly or by delegation of its authority, as the JPA Executive Committee deems appropriate, which shall include but not be limited to the following:

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(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

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(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's

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Agreement shall be subject to the restrictions upon the manner of exercising such similar powers as are imposed on the City of Rancho Mirage in the exercise of similar powers.

**Section 11. Territorial Boundaries**

The JPA’s territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the CVBVGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies.

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**Section 12. Contributions**

(a) Initial Membership Fee. Each CVBnew JPA Member shall pay to the JPA a one-(1) time entry fee and operation fee calculated as follows:

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(i) Entry Fee: The “Entry Fee” shall be calculated by multiplying the new JPA Member’s current fiscal year’s gross revenue estimate by .55%.

(ii) Operation Fee: The “Operation Fee” shall be calculated by multiplying the Entry Fee by 15.62%.

The sum of the Entry Fee and the Operation Fee is due within thirty (30) days of a new JPA Member joining the JPA.

~~(a)(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of \$35,000 each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies. The provisions of this section may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.~~

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A contribution from each of the CVBJPA Members is a funding mechanism equal to:

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- .0015 x Gross Room Rental Revenue for ~~Non-Lodging Establishments excluding~~ Convention Hotels, and
- .0035 x Gross Room Rental Revenue for Convention Hotels

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~~(b)(a) The Gross ~~Hotel~~ Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the CVBJPA Members.~~

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**Section 13. Withdrawal**

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Any Party may withdraw as a CVBJPA Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing CVBJPA Member’s legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the CVBVGPS’ s Fiscal Year.

(c) All CVBJPA Member Contributions must be paid in full by the withdrawing CVBJPA Member through the end of the current CVBVGPS Fiscal Year of the year when the withdrawing CVBJPA Member provides its Notice of Withdrawal as well as the following CVBVGPS Fiscal Year.

(d) After giving notice of withdrawal, a withdrawing CVBJPA Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing CVBJPA Member may again become a party to this Agreement on condition that it pays to the treasury of the CVBVGPS an amount equal to all CVBJPA Member Contributions which the withdrawing CVBJPA Member would have been required to pay if it had not withdrawn from participation.

(f) Partners within the territorial boundaries of the CVBVGPS may remain active Partners as long as their respective government entity is a CVBJPA Member and during the period of their CVBJPA Member’s withdrawal from the Joint Powers Agreement.

(g) In the event of withdrawal by a JPA Member, the JPA shall continue to be entitled to the full amount of the TBID unless and until the TBID expires without renewal or is disestablished pursuant to the Property and Business Improvement Area Law of 1994, Streets & Highways Code §36600 et seq. The withdrawing JPA Member shall continue to be responsible for collecting the TBID on a monthly basis (including any delinquencies, penalties and interest) from each assessed business and forwarding the same to the JPA.

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**Section 14. Expulsion/Withdrawal**

A JPA Member may be expelled or suspended by a two-thirds (2/3) vote of the VGPS Executive Committee for an event of breach of this Agreement or the Bylaws, as amended from time to time, as determined by the remaining members of the JPA Executive Committee. The procedures for hearing and notice of expulsion and suspension shall be set forth in the bylaws of the JPA Executive Committee.

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**Section 15. Separate Entity**

PursuantExcept for termination as provided in Section 6 of this Agreement, pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA

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shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one CVBJPA Member except that any CVBJPA Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

**Section 1516. Powers of the JPA**

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

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(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

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(b) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;

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(c) The power to acquire, construct, manage, maintain or operate any building, works or improvements;

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(d) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

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(e) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

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(f) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;

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(g) The power to donate any surplus real or personal property to any public agency or nonprofit organization;

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(h) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;

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(i) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

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(j) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property

and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this ~~agreement~~Agreement by the CVB~~JPA~~ Members constitutes consent ~~(+)~~ to ;

~~(+)(i)~~ (i) the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the CVB in connection with formation of the said district ("2013 TMD"); ~~(ii) to form an improvement district not to exceed an assessment rate of one percent (1%) on Lodging Establishments not currently being assessed under the 2013 TMD or the Palm Springs Desert Resort Communities Tourism Business Improvement District established by Ordinance No. 883 of the County of Riverside ("Tourism BID"); and (iii) to consolidate the 2013 TMD and Tourism BID as long as the overall assessment rate does not exceed three percent (3%) on the entities currently being assessed therein;~~VGPS in connection with formation of the said district ("2013 TMD"); and

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(ii) the formation of the Greater Palm Springs Tourism Business Improvement District pursuant to Resolution No. 2016-004 and to levy an assessment of three percent (3%) on Convention Hotels;

(iii) the renewal of the Greater Palm Springs Tourism Business Improvement District pursuant to Ordinance No. 2020-005 ("2021 TBID") and to levy an assessment of three percent (3%) on Convention Hotels and one percent (1%) on vacation rentals;

~~(+)(k)~~ (k) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

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~~(+)(l)~~ (l) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

~~(+)(m)~~ (m) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the Government Code;

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~~(+)(n)~~ (n) The power to provide insurance pursuant to section 989 of the Government Code, et seq.;

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~~(+)(o)~~ (o) The power to sue and be sued in the name of the JPA;

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~~(+)(p)~~ (p) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to growing and diversifying the economy through promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors, groups, meetings, conventions and new businesses from national and international markets, as permitted pursuant to Government Code section 37110;

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~~(+)(q)~~ (q) The power to travel domestically and internationally that is necessary or proper

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treasury of the Treasurer so designated to the credit of the JPA;

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer; ~~Pay, when due, out of money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;~~

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(c) Pay when due, out of the money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;

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(d) Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and

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(e) Verify and report in writing ~~on the first day of July, October, January and April of each~~ no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties ~~the amount of money the Treasurer holds~~ financial statement of activities for the JPA, ~~the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report~~ year.

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**Section 2021. Independent Audit**

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

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**Section 2122. Auditor's Duties**

The Auditor shall perform the following duties:

(a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;

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(b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;

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(c) Review payroll registers at least monthly;

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(d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;

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(e) Review investments made by the President or Treasurer;

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(f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and

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(g) Assist staff in the selection of the Certified Public Accounting firm.

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**Section 2223. Attorney's Fees**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

**Section 24. Voting**

Each JPA Member shall have an equal vote. A motion considered by the JPA Executive Committee shall require a majority of votes cast (more than half) to pass such motion. In the event of a tie vote, such motion before the JPA Executive Committee shall be deemed defeated.

**Section 25. Severability**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this

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Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

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**Section 2326, Waiver**

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

**Section 2427, Amendments**

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

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**Section 2528, Ambiguities or Uncertainties**

The CVBJPA Members have mutually negotiated the terms and conditions of this Agreement and each CVBJPA Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all CVBJPA Members and none of the CVBJPA Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any CVBJPA Member.

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**Section 2629, Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

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**Section 2730, Venue**

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

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**Section 2831, Notices**

Any notice or communication required hereunder between the JPA and the CVBJPA Members shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

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City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of <del>Desert Hot Springs</del> <del>11711 West Drive</del> Coachella <del>Desert Hot Springs</del> 53990 <del>Enterprise Way</del> Coachella, CA 92240-92236 Attention: City Manager
City of <del>Indian Wells</del> 44950 El- <del>Dorado</del> Desert Hot Springs, <del>Indian Wells</del> 11999 Palm Drive Desert Hot Springs, CA 9224092240, Attention: City Manager	City of <del>Indio</del> Indian Wells 44950 Eldorado Drive Indian Wells <del>400 Civic</del> <del>Center Mall</del> Indio, CA 9220492210, Attention: City Manager
City of <del>La Quinta</del> 78495 Calle Tampico 100 Civic Center Mall <del>La</del> <del>Quinta</del> Indio, CA 92253-92201 Attention: City Manager	City of <del>Palm Desert</del> La Quinta 78495 Calle Tampico 73510 Fred Waring Drive <del>Palm Desert</del> La Quinta, CA 9226092253 Attention: City Manager
City of <del>Palm Springs</del> Desert, 3200 East Tahquitz Canyon Way 73510 Fred Waring Drive Palm SpringsDesert, CA 9226292260 Attention: City Manager	City of <del>Rancho Mirage</del> 69-825 Highway 111Palm Springs, Rancho Mirage3200 East Tahquitz Canyon Way Palm Springs, CA 9227092262 Attention: City Manager
City of <del>Rancho Mirage</del> 69825 Highway 111 Rancho Mirage, CA 92270 <del>County of Riverside</del> <del>County Administration Center</del> 4080 Lemon Street Riverside, California 92501 Attention: <del>County Clerk</del> City Manager	<del>County of Riverside</del> <del>County Administration Center</del> 4080 Lemon Street Riverside, California 92501 Attention: <del>County Clerk</del>

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**Section 2932. Counterparts**

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

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**Section 3033. Privileges and Immunities**

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief,

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disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



<hr/> <hr/> <u>Frank Luckino</u> , City Manager	<hr/> <hr/> <u>Christopher Freeland</u> , City Manager
ATTEST: <hr/> <hr/>	ATTEST: <hr/> <hr/>
<u>Jerryl Soriano, CMC</u> , City Clerk	<u>Angelica Avila</u> , City Clerk
APPROVED AS TO FORM: <hr/> <hr/>	APPROVED AS TO FORM: <hr/> <hr/>
<u>Jennifer Mizrahi</u> , City Attorney	<u>Todd Leishman</u> , City Attorney

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ATTEST:   <u>Anthony Mejia</u> , City Clerk	ATTEST:   <u>Brenda Pree</u> , City Clerk
APPROVED AS TO FORM:   <u>Isra Shah</u> , City Attorney	APPROVED AS TO FORM:   <u>Jeffrey Ballinger</u> , City Attorney

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<p><u>COUNTY CITY OF RIVERSIDE RANCHO MIRAGE</u></p> <p>_____</p> <p>_____</p> <p>Steve Downs, Mayor</p> <p>Dated: _____</p> <p>Isaiah Hagerman, City Manager <del>Chairman</del></p> <p>_____ _____, County Executive Officer</p> <p>ATTEST:</p> <p>_____</p> <p>_____</p> <p>Kristie Ramos, City Clerk of the Board</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____, County Counsel</p> <p>Steven B. Quintanilla, City Attorney</p>	<p><u>COUNTY OF RIVERSIDE</u></p> <p>_____</p> <p>Chuck Washington, Chairman</p> <p>_____</p> <p>Jeff Van Wagenen, County Executive Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Kimberly A. Rector, Clerk of the Board</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Minh Tran, County Counsel</p>
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**EXHIBIT A**  
**TERRITORIAL BOUNDARIES**

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December 12, 1988  
(amended)

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**JOINT POWERS AGREEMENT**

**CREATING THE PALM SPRINGS DESERT RESORTS CONVENTION AND VISITORS  
BUREAU**

Acting pursuant to Article I, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.), the parties signatory to this agreement, as listed in Appendix A attached hereto, hereby join together and agree as follows:

**ARTICLE I**

**DEFINITIONS**

Active Member. A member organization as defined below.

Executive Committee. The governing body of the Palm Springs Desert Resorts Convention and Visitors Bureau, formed pursuant to Article VIII of this joint powers agreement.

Fiscal Year. The fiscal year for the Palm Springs Desert Resorts Convention and Visitors Bureau shall commence July 1 of every year and end June 30 of the following year.

Funding Formula. A method of computing revenues to be paid to the Bureau by member organizations based on transient occupancy taxes generated, as stated in Article XI, and as illustrated in Exhibit A.

1 Hospitality Industry and Business Council. An advisory body  
2 comprised of 15 private or associate members appointed by the  
3 Executive Committee.

4 Inactive Member. A member organization which has given notice  
5 of withdrawal pursuant to Article XIII of this agreement and  
6 thereafter is not eligible for continued representation on the  
7 Executive Committee.

8 Initial Contribution. The contribution to be paid by each mem-  
9 ber organization pursuant to Article XI at the time of execution  
10 of this agreement in order to produce start-up expenses esti-  
11 mated to be \$150,000 for FY 1988/89, as shown in Exhibit B.  
12

13 Member Organization. A city in the Coachella Valley which has  
14 signed the Joint Powers Agreement, has made the prescribed con-  
15 tribution to the Bureau and has not given notice of withdrawal.  
16 All references to "member" (unless otherwise modified), "active  
17 member" or "active city member" shall mean a member  
18 organization.

19 Technical Advisory Committee. A committee comprised of one city  
20 manager from each member organization, with the function of ad-  
21 vising on all matters which come before the Executive Committee.  
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**ARTICLE II**

**PURPOSE**

This Agreement is entered into by the member organizations, as parties hereto, to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors to the area from a world-wide market, all to the benefit of the member organizations and their citizens.

**ARTICLE III**

**PARTIES TO AGREEMENT**

Each member organization, as a party to this Agreement, hereby agrees and contracts with each and every other member organization as parties to this Agreement, together with such other organizations as may hereafter be added as parties to this agreement, to abide by the terms of this agreement as hereinafter set forth. Each member organization also agrees that withdrawal of any party from this Agreement shall not affect this Agreement as to those member organizations then remaining.

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**ARTICLE IV**

**TERM**

This Agreement shall become effective February 1, 1989, or as soon thereafter as it is approved and executed by three or more member organizations, and shall continue in full force and effect until terminated as herein provided.

**ARTICLE V**

**CREATION OF CONVENTION AND VISITORS BUREAU**

In order to most effectively achieve the purposes and goals of this Agreement, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Palm Springs Desert Resorts Convention and Visitors Bureau.

**ARTICLE VI**

**POWERS OF THE BUREAU**

The Bureau shall have all of the powers common to its member organizations and is authorized, in its own name, to make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, to acquire, hold, or dispose of property, and to incur debts, liabilities, or obligations. The Bureau shall have

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the power to sue and be sued in its own name. The Bureau may receive and use contributions and advances from member organizations pursuant to Government Code Section 6504, including contributions or advances of personnel, equipment, or property. It may invest any money in its treasury, not required for its immediate necessities, pursuant to Government Code Section 6509.5. The Bureau may do such other things as are necessary to carry out the purposes and achieve the objectives of this Agreement. These powers shall be exercised by the Bureau pursuant to the terms hereof and as provided by law.

**ARTICLE VII**

**OBLIGATIONS OF THE BUREAU**

The debts, liabilities, and obligations of the Bureau shall be the sole responsibility of the Bureau and shall not become the debts, liabilities, or obligations of the member organizations or any one of them except that a member organization may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the Bureau.

**ARTICLE VIII**

**EXECUTIVE COMMITTEE**

The Bureau shall be governed by an Executive Committee comprised of elected officials from each member organization. Each member organization shall appoint a member of its governing body as a

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member of the Executive Committee, and a second member of its governing body as an alternate member of the Executive Committee. Each member of the Committee shall serve at the pleasure of the appointing member organization. When a committee member or alternate committee member is no longer a member of the governing body of the appointing organization, membership on the Executive Committee shall automatically terminate. Any vacancy on the Executive Committee shall be promptly filled by the appointing member organization.

**ARTICLE IX**

**POWERS AND DUTIES OF EXECUTIVE COMMITTEE**

The Executive Committee shall exercise all the powers and conduct all the business of the Bureau, either directly or by delegation of authority as the Executive Committee deems appropriate. The Executive Committee shall adopt by-laws to provide for the organization and administration of the Bureau. The by-laws shall be adopted by a majority vote of all the members of the Executive Committee and may thereafter be amended in like manner, except as more restrictive requirements may appear in said by-laws.

The Executive Committee shall approve and adopt a budget for the Bureau by April 30th of each year for the Fiscal year beginning July 1st of each year.

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The Executive Committee shall appoint a Hospitality Industry and Business Council comprised of 15 private and associate members for three year staggered terms.

The Executive Committee shall be advised on all matters by a Technical Advisory committee comprised of one city manager from each member organization.

The Executive Committee shall hire an executive director who shall be a professional manager to organize all affairs of the Bureau.

The Executive Committee may create such other committees as it deems necessary to assist in performing its duties and obligations.

The Executive Committee shall have such other powers and duties as might be necessary to achieve the purposes and intent of this Agreement and as required by law.

**ARTICLE X**

**DESIGNATION OF TREASURER AND AUDITOR**

The Executive Committee shall designate appropriate officers of one of its member organizations to be the Treasurer and Auditor.

The Treasurer shall:

- 1. Receive and receipt for, all money of the Bureau and place it in the treasury of the member organization, so designated

to the credit of the Bureau;

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2. Be responsible, upon his official bond, for the safekeeping and disbursement of all Bureau money so held by him;
3. Pay, when due, out of money of the Bureau so held by him, all sums due from the Bureau, or any portion thereof, only upon warrants of the Auditor; and
4. On a monthly basis, verify and report in writing to the Executive Committee the amount of money he holds for the Bureau, the amount of receipts since his last report and the amount paid out since his last report.
5. Pursuant to Government Code 53646, the Treasurer shall submit monthly and annual reports to the Executive Committee. All funds invested by the Treasurer must conform to the provisions of Government Code 53651.

The Auditor shall draw warrants to pay demands against the Bureau when the demands have been approved by the Executive Committee or such person as may be authorized by the Executive Committee to approve such demands.

The City Council of the member organization designated to provide the Treasurer and Auditor shall determine the proper charge to be made against the Bureau for the services of the Treasurer and the Auditor, which charges shall be promptly paid by the Bureau.

The Treasurer, and such other persons who shall have charge of, handle, or have access to any property of the Bureau shall file

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an official bond in an amount to be determined by the Executive Committee and sufficient to secure the assets of the Bureau.

At the close of each fiscal year, the Auditor shall contract with a Certified Public Accountant or Public Accountant to make an annual audit of the accounts and records of the Bureau. The minimum requirements of such audits shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. A report of such audit shall be filed as a public record with each member organization and with the County Auditor for the County of Riverside. Such report shall be filed within 6 months of the end of the fiscal year under examination. The cost of such audit shall be borne by the Bureau.

All funds of the Bureau shall be strictly accounted. A member organization may request a report of all receipts and disbursements at any time.

**ARTICLE XI**

**CONTRIBUTIONS**

Each member organization, upon executing this agreement, shall make an initial contribution computed in the manner shown in the Interim Funding Formula attached hereto as Exhibit B.

Commencing July 1, 1989, and quarterly thereafter, each member organization shall pay into the treasury of the Bureau, the sum

1 of \$2,500 or a sum to be determined by the Executive Committee,  
 2 equal to not less than 0.5% nor more than 0.6% of the gross sales  
 3 for the preceding quarter of lodging which would have been sub-  
 4 ject to a transient occupancy tax, if such tax were imposed, as  
 5 defined by Section 7280 of the California Revenue & Taxation  
 6 Code, whichever is greater, except that for the first full year  
 7 of the term of this agreement, the contribution of each member  
 8 organization shall be \$10,000 or 0.55% of said sales, whichever  
 9 is greater, as estimated on Exhibit A.

10 **ARTICLE XII**

11 **PRIVATE MEMBERSHIP AND ASSOCIATE MEMBERSHIP**

12 There is hereby established a class of membership designated  
 13 "Private Member". A private member shall be a non-governmental  
 14 entity whose place of business is within the jurisdiction of an  
 15 active governmental member organization and whose business and  
 16 activities are directly related to the convention or tourism  
 17 industry and the purposes of this agreement. Private members  
 18 shall be subject to approval of the Executive Committee which  
 19 shall set the fee for such member.  
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22 There is hereby established a class of membership designated  
 23 "Associate Member". An Associate Member shall be a non-  
 24 governmental entity whose business and activities are related to  
 25 the convention or tourism industry or the purposes of this  
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1 agreement, but whose place of business is not within the bound-  
2 aries of a governmental agency which is eligible to become a  
3 member or an inactive member of the Bureau. Associate members  
4 shall be subject to approval of the Executive Committee which  
5 shall set the fee for such member.

6 The rights, duties and obligations of Private Members and As-  
7 sociate Members shall be provided in the by-laws.

### 8 9 **ARTICLE XIII**

#### 10 **WITHDRAWAL OF MEMBER ORGANIZATION**

11  
12 A member organization may withdraw from participation in this  
13 Joint Powers Agreement subject to the condition that its current  
14 annual contribution to the Bureau is paid in full and if such  
15 withdrawal occurs after March 1, 1989, that it pay to the Bureau  
16 an additional contribution equal to the annual contribution owed  
17 or paid during the year of withdrawal. A withdrawing member  
18 organization may again become a participating member of this  
19 Joint Powers Agreement subject to the condition that it pay to  
20 the treasury of the Bureau all contributions which it would have  
21 paid if the member organization had not withdrawn from par-  
22 ticipation. Additionally, an active member which gives notice  
23 of withdrawal becomes an inactive member, with no voting privi-  
24 leges on the Executive Committee. Private members may not par-  
25 ticipate in the Bureau if their place of business is located  
26 within the boundaries of an inactive member.

**ARTICLE XIV**

**CONTRACT SERVICES**

Nothing in this Agreement shall be deemed to prohibit a member organization from expending additional efforts and resources or contracting with the Bureau or other entities for additional services and benefits similar to those realized from participation in this Agreement.

**ARTICLE XV**

**AMENDMENTS TO JOINT POWERS AGREEMENT**

This Joint Powers Agreement may not be amended except by vote of two-thirds of the entire membership of the Executive Committee and subsequent ratification by the governing bodies of two-thirds of the member organizations, provided further that any amendment of the amount of member contributions, as stated in Article XI, shall require the unanimous vote of the entire active membership of the Executive Committee and subsequent ratification by the governing bodies of all active member organizations.

**ARTICLE XVI**

**TERMINATION AND DISTRIBUTION OF ASSETS**

This Agreement may be terminated at any time upon election to terminate by the governing bodies of not less than three-fourths

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of the member organizations, provided, however, that this Agreement and the Bureau shall continue to exist after such termination for the purpose of disposing of all claims, distributing all assets, and performing all other acts necessary to conclude the affairs of the Bureau.

Upon termination, all assets of the Bureau shall be distributed among the member organizations in proportion to their contribution during the term of this Agreement with an offset for any monies owed to the Bureau.

**ARTICLE XVII**

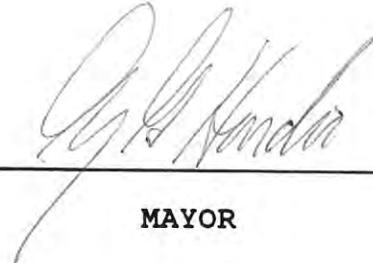
**FILING WITH SECRETARY OF STATE**

Notice of this Agreement, or any amendments to it, shall be filed with the office of the California Secretary of State within thirty days of its effective date pursuant to Government Codes Section 6503.5.

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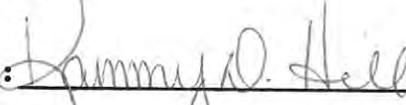
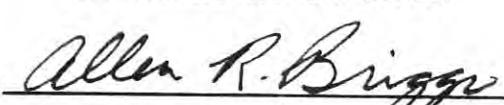
IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF CATHEDRAL CITY

DATED: February 24, 1989 BY:   
MAYOR

ATTEST:

APPROVED AS TO FORM:

BY:  BY:   
CITY CLERK CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF COACHELLA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: \_\_\_\_\_ BY: \_\_\_\_\_

CITY CLERK

CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF DESERT HOT SPRINGS

DATED: July 6, 1990

BY: *Daniel Beer*

MAYOR

ATTEST

APPROVED AS TO FORM:

BY: *Colleen Nicol*

CITY CLERK

BY: *[Signature]*

CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF INDIAN WELLS

DATED: January 5, 1989 BY:   
RICHARD R. OLIPHANT, MAYOR

ATTEST:

APPROVED AS TO FORM:

BY:  BY:   
PRINCE E. PIERSON, CITY MANAGER/CLERK GENE NAZAREK, CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF INDIO

DATED: 2/8/89 BY: Darwin A. Oakley  
MAYOR

ATTEST: APPROVED AS TO FORM:  
BY: Karen Dodd BY: [Signature]  
CITY CLERK CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year hereinafter specified.

CITY OF LA QUINTA

DATED: Feb. 21, 1989 BY: *John G. Lina*  
MAYOR

ATTEST: *Sandra Lopez*  
CITY CLERK

APPROVED AS TO FORM:

BY: *Robert D. Henick*  
Asst. CITY ATTORNEY

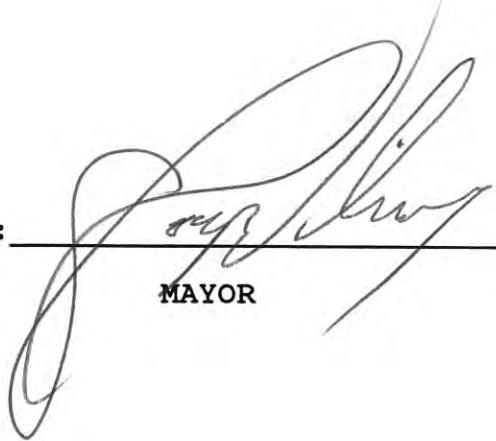
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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF PALM DESERT

DATED: \_\_\_\_\_

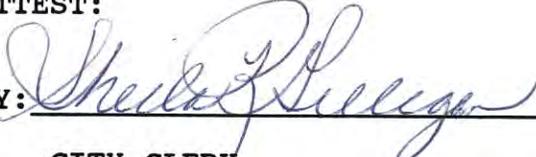
BY: \_\_\_\_\_



MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: 

BY: 

CITY CLERK

CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF PALM SPRINGS

DATED: February 10, 1989

BY: *Sunny Boy*  
MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: *Patricia A. Bode*  
*Deputy* CITY CLERK

BY: *William Macey*  
CITY ATTORNEY

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IN WITNESS WHEREOF, the parties have executed this Agreement on  
the day and year hereinafter specified.

CITY OF RANCHO MIRAGE

DATED: February 3, 1989 BY: [Signature]  
MAYOR

ATTEST: APPROVED AS TO FORM:  
BY: Barbara E. Nelson BY: [Signature]  
CITY CLERK CITY ATTORNEY

**FY 1988/89 RECOMMENDED  
INTERIM FUNDING FORMULA**

<u>city</u>	<u>FY 87/88 Estimated (1) Gross Sales</u>	<u>FY 87/88 x .55%</u>	<u>x 15.62% Interim Operation</u>
Desert Hot Springs	\$ 3,338,000	\$ 18,359	\$ 2,868
Palm Springs	63,333,000	348,332	54,409
Cathedral City	10,744,000	59,092	9,230
Rancho Mirage	23,750,000	130,625	20,404
Palm Desert	47,083,000	258,957	40,449
Indian Wells	9,857,000	54,214	8,468
La Quinta	9,250,000	50,875	7,947
Indio	5,375,000	29,563	4,618
<u>Coachella (2)</u>	<u>- 0 -</u>	<u>10,000</u>	<u>1,562</u>
<b>TOTAL</b>	<b><u>\$172,730,000</u></b>	<b><u>\$ 960,017</u></b>	<b><u>\$ 150,000</u></b>

**NOTES**

- (1) Source: DRCVB, unaudited, August 1988.
- (2) No Transient Occupancy Tax, base assessment \$10,000.
- (3) Proposed interim budget -
- |               |                   |
|---------------|-------------------|
| Personnel     | \$ 90,000         |
| Office/Travel | 15,000            |
| Consultant    | 15,000            |
| Other         | 15,000            |
| Contingency   | 15,000            |
|               | <u>\$ 150,000</u> |

SB:bam  
M1014884

(EXHIBIT B)

**FY 1989/90 RECOMMENDED  
PROPOSED FUNDING FORMULA**

<u>City</u>	<u>FY 88/89 Projected (1) Gross Sales</u>	<u>FY 88/89 x .60%</u>	<u>FY 88/89 x .55%</u>	<u>FY 88/89 x .50%</u>
Desert Hot Springs	\$ 4,500,000	\$ 27,000	\$ 24,750	\$ 22,500
Palm Springs	76,222,000	457,300	419,200	381,100
Cathedral City	12,778,000	76,700	70,300	63,900
Rancho Mirage	36,250,000	217,500	199,400	181,250
Palm Desert	47,083,000	282,500	258,950	235,400
Indian Wells	10,000,000	60,000	55,000	50,000
La Quinta	13,125,000	78,750	72,200	65,600
Indio	5,625,000	33,750	30,950	28,100
<u>Coachella (2)</u>	<u>- 0 -</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
<b>TOTAL</b>	<b><u>\$205,583,000</u></b>	<b><u>\$1,243,500</u></b>	<b><u>\$1,140,750</u></b>	<b><u>\$1,037,850</u></b>

**NOTES**

- (1) Source: City Finance Departments, budget projections FY 1988/89.
- (2) No Transient Occupancy Tax, base assessment \$10,000.
- (3) Proposed budget FY 1989/90

a) City contributions	\$1,140,750
b) Private members	500,000
c) Advertising/other	250,000
	<u>\$1,890,750</u>

FY 1989-1990  
PROPOSED FUNDING FORMULA

CITY	CALENDAR 1989 PROJECTED (1) GROSS SALES	FY 1989-90 X .6%
-----	-----	-----
Desert Hot Springs	NOT A MEMBER AT THIS TIME	
Cathedral City	\$10,242,000	\$ 56,331
Indian Wells	15,214,182	83,678
Indio	3,910,000	21,505
La Quinta	15,788,909	86,839
Palm Desert	59,403,090	326,717
Palm Springs	70,193,455	386,064
Rancho Mirage	27,598,000	151,789
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TOTAL	\$202,349,636 =====	\$1,112,923 =====

NOTE: Projection from City Finance Departments

FUNDFORM

(EXHIBIT A)

FY 1990-1991  
PROPOSED FUNDING FORMULA

CITY	CALENDAR 1990 PROJECTED (1) GROSS SALES	FY 1990-91 X .6%
Desert Hot Springs (JOINED 7/6/90)	\$ 4,625,000	\$ 27,750
Cathedral City	10,555,556	63,333
Indian Wells	19,195,514	115,173
Indio	5,900,000	35,400
La Quinta	21,000,000	126,000
Palm Desert	46,250,000	277,500
Palm Springs	74,444,444	446,667
Rancho Mirage	27,777,778	166,667
<b>TOTAL</b>	<b>\$209,748,292</b>	<b>\$1,258,490</b>

NOTE: Projection from City Finance Departments

FUNDFORM  
6/7/90

(EXHIBIT A)

FY 1991-1992  
PROPOSED FUNDING FORMULA

CITY	CALENDAR 1991 PROJECTED (1) GROSS SALES	FY 1991-92 X .6%
Desert Hot Springs	\$ 3,439,000	\$ 20,634
Cathedral City	\$ 9,895,000	\$ 59,370
Indian Wells	\$ 29,666,667	\$ 178,000
Indio	\$ 5,500,000	\$ 33,000
La Quinta	\$ 22,166,667	\$ 133,000
Palm Desert	\$ 52,000,000	\$ 312,000
Palm Springs	\$ 87,000,000	\$ 522,000
Rancho Mirage	\$ 27,777,833	\$ 166,667
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<b>TOTAL</b>	<b>\$237,445,167</b> =====	<b>\$1,424,671</b> =====

NOTE: Projection from City Finance Departments

FUNDFORM  
11/08/91

(EXHIBIT A)

FY 1992-1993

PROPOSED FUNDING FORMULA

CITY	CALENDAR 1992 PROJECTED (1) GROSS SALES	FY 1992-93 X .6%	FY 1992-93 X 1.4%	TOTAL
Desert Hot Springs	\$ 3,687,926	\$ 22,128	\$ -0-	\$ 22,128
Cathedral City	10,898,141	31,075	80,066	111,141
Indian Wells	28,050,000	-0-	392,700	392,700
Indio	6,330,740	37,984	-0-	37,984
La Quinta	19,337,845	-0-	270,730	270,730
Palm Desert	53,264,338	66,560	590,394	656,954
Palm Springs	72,062,921	195,738	552,158	747,896
Rancho Mirage	32,000,000	26,880	385,280	412,160
<b>TOTAL</b>	<b>\$225,631,911</b>	<b>\$ 380,365</b>	<b>\$2,271,328</b>	<b>\$2,651,693</b>

NOTE:

(1) Source: City Finance Departments  
 1991 Year-end Gross Sales  
 City of Indian Wells Projection - Down trend  
 City of Rancho Mirage - Westin Mission Hills

*visit*  greater  
palm springs

**2023 RESULTS  
&  
2024 GOALS**



# BOARD PRIORITIES



## REGIONAL COLLABORATION

### JPA City Grants

In 2023, cities used their JPA Grant awards for new and **expanded visitor events** including Indian Wells WinterFest, Cathedral City Hot Air Balloon Festival, the Known Gallery Mural Festival, Lunar Festival at The River, Desert Jazz Festival, and Desert WineFest, as well as **enhancements to visitor experiences** like the Badlands Hiking Trail in Indio. Palm Desert's grant is going toward a Wayfinding Master Plan, including production and installation of new wayfinding signage throughout the city. Rancho Mirage used some of their funds to support a **new sustainability initiative** – a grant program for restaurants in the city helping them eliminate single-use plastics and support edible food recovery.

### 2024

The grant will be reallocated for **economic diversity development recruitment efforts**. We will be working with an agency on branding and developing an RFP to develop a strategic plan. The goal is to launch a campaign and web site this year. A technical advisory committee of the city economic development directors will be formed to guide these efforts.



### Advocacy and Community Engagement 2024

We will engage a lobbying firm this year to **actively advocate** for organizational priorities at the state and regional level, including a standalone Cal State Campus in Palm Desert, rail service, improved energy infrastructure, short-term vacation rental legislation, shade trees and structures, regional mobility, wayfinding, solutions for workforce housing, homelessness, and action at the Salton Sea. This includes communicating our priorities to elected officials and lawmakers, highlighting progress and opportunities in presentations to partners and community members, and sharing opportunities for partners or those in the community to support.

## BOARD PRIORITIES



### TEAM GPS Ambassador Program 2023

Developed **two new social media channels (@TeamGreaterPS) resulting in 14,983 impressions and 4,131 video views**, increasing engagement and awareness, supporting local events, and spotlighting hospitality and tourism workforce priorities.

Supported **98** hospitality employees with scholarships for **Emerging Leaders Certificate** training through COD.

Launched the **TEAM GPS Champions Mobile Pass**, containing exclusive offers and check-in rewards for TEAM GPS Champions in July 2023.

### 2024

In partnership with **COD's PaCE program**, launch online self-paced TEAM GPS Champions course. Offer additional training and certifications to our workforce including **Emerging Leaders and DEI for Hospitality courses**.

Focus on growing engagement of the **TEAM GPS Champions Pass**, which offers prizes, discounts, and rewards for Champions as they meet milestones, encouraging them to experience locations throughout the destination.

Grow audience for new social media channels (**@TeamGreaterPS – Instagram & Facebook**) focusing on creating content that will raise community engagement and awareness of Team GPS, support community and partnership events, and spotlight hospitality and tourism workforce priorities.

## BOARD PRIORITIES



### Workforce Development 2023

Conducted **focus groups** to refine and improve our hospitality careers marketing campaign.

Established **HR Steering Committee** to gain feedback and provide employers tools for training and connections resources available.

Raised \$141,000 for the **Tourism Foundation** towards our mission to award scholarships and promote careers in tourism.

Scholarships: Awarded \$24,000 through partnership with **OneFuture Coachella Valley**; \$12,000 scholarship to **College of the Desert Hospitality Management** students study abroad trip to Japan; and \$22,489 in scholarships for **Emerging Leaders Certificate** training.

### 2024

Update and **launch Careers in Hospitality** campaign creative, provide content and recommendations for video and article content.

Continue partnership with **OneFuture Coachella Valley** to provide and promote scholarships for local students interested in hospitality careers through the Tourism Foundation.

Outreach to **youth organizations and school districts** - organize opportunities and events to present to students and expand awareness of opportunities in hospitality.

Create a youth-led **Young Hospitality Champions Network**. They will take the TEAM GPS Champions training and plan quarterly events to connect with hospitality professionals and each other.

Explore creating a **pilot micro-internship program** with students from local school districts, College of the Desert, and CSUSB Palm Desert.

Initiate **research study on Coachella Valley hospitality workforce** – gather demographic data (gender, ethnicity), place of residence, and break down salary and wages by entry level, management, and executive level management positions.

## BOARD PRIORITIES



### DEI & Cultural Tourism 2023

We continued to build out content for **sustainability, accessibility, and cultural tourism**, ensuring that the diversity of the destination is authentically represented:

- Launched Native American Culture landing page.
- Launched Community & Culture landing page.
- Collaborations with diverse content creators.

Awarded CalTravel's DEI Champion Award in September 2023 in recognition of our commitment to DEI.

Executed Phase 3 of our **Travel Unity partnership**, which included stakeholder engagement – meetings with cities and focus groups with diverse small businesses.

Partnered with **Caravanserai project** to support **30 Spanish-speaking** small business entrepreneurs from across the Coachella Valley with businesses in the tourism or hospitality space.

- Hosted a showcase event at the PS Art Museum in September in partnership with **Caravanserai Project** to broaden the networks of Spanish speaking entrepreneurs with small businesses in the tourism & hospitality industry with over 200 partners attending.

Launched an initiative to become a **Certified Autism Destination**, where hotels, restaurants, attractions, events, and cities from across the Coachella Valley are encouraged to become Certified Autism Centers.

- **11 partners became certified** including: The Living Desert Zoo and Gardens, JW Marriott Desert Springs Resort & Spa, Children's Discovery Museum of the Desert, Rancho Mirage Library & Observatory, Variety Children's Charity of the Desert, Boys & Girls Club of Palm Springs, FARM, Tac/Quila, The Front Porch, Clandestino, and the City of Palm Desert.

## BOARD PRIORITIES

### 2024

Diversity will be authentically represented across messaging and imagery, and alignment with influencers and content creators offering diverse perspectives will be proactively sought to support these priorities.

In preparation for **IGLTA in 2025**, organize Planning Committee with key stakeholders and LGBTQ+ organizations.

We will continue many successful partnerships from last year:

- Working with **Travel Unity** on stakeholder engagement.
- Continue partnering with **Caravanserai Project** to support local entrepreneurs and small businesses with tourism business readiness training and networking opportunities/events.

**Cultural tourism** will continue to be a focus, continuing a full content plan in 2024 to support cultural tourism for the destination. In Q1, we will launch and promote a custom episode of **BBC Storyworks'** "In Pursuit of Wellness" series, focusing on the Agua Caliente Band of Cahuilla Indians. The content will be further amplified via the Global Wellness Institute's channels, including email, social media, website, and media outreach.

A **Native American culture page** will continue to be evolved and expanded upon this year. We will continue to engage and foster relationships with diverse content creators in these spaces to organically showcase how our destination is committing to all aspects of DEI, cultural tourism, accessibility, and sustainability.

**NEW**

We will work with **Wheel the World** to assess and promote the accessibility assets of 30 tourism partners this year and highlight them through this platform.

We will achieve a **Certified Autism Destination** designation this year and continue to promote Autism Certification with a goal of getting at least one more city and 10 more business partners to become certified autism centers.

## BOARD PRIORITIES



### Sustainability 2023

Recognized in a global competition by **Green Destinations** as being part of their **Top 100 Sustainability Stories** after completing a rigorous 15-point sustainability check.

Partnered with **Kind Traveler** to launch their Give & Get booking platform (incentivizing travelers to give back to the communities they visit) with 5 properties in the destination resulting in 62 media placements, 240K campaign website views, 10.2M audience reach, 15 Kind Traveler Instagram posts, 165K Social Views, **\$2,539 in Donations** to LGBTQ Community Center & Friends of the Desert Mountains which equates to **9,316 meals served** at The Center, and **20 youths served with outdoor science STEAM supplies** with Friends of the Desert Mountains.

### 2024

Our sustainability goals include getting selected as a **Green Destinations Top 100** again this year, joining the **Global Sustainable Tourism Council (GSTC)**, and having our staff trained in sustainable tourism through GSTC. Sustainability includes promoting and communicating green practices, our cultural heritage, and economic opportunities for our workforce and communities.

In 2024 we will also partner with Zinc Media on Season 2 of their **Sustainable Travel Documentary Series**. This video series is targeted to an international audience interested in sustainability in the travel space and will be amplified by Sublime Magazine and Sustainable Travel International, focusing on conversation efforts in Greater Palm Springs through organizations like Friends of the Desert Mountains.

## BOARD PRIORITIES



### Restaurant Week 2023

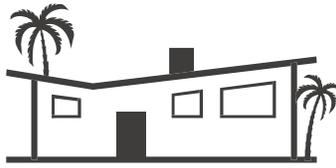
Restaurant Week returned June 2-13, 2023 with 86 restaurants participating from all 9 cities and over \$500k in media value supporting the event.

- 247 million TV impressions.
- 20.4 million radio impressions.
- 4,304 reservations made through dineGPS.com.
- 32 media placements resulting in over 24 million impressions.
- Social media influencer FAM resulted in over 332K video views.
- Presenting Partner Agua Caliente Casinos hosted the restaurant week kickoff event May 31, 2023 at Agua Caliente Resort Casino Spa Rancho Mirage with over 250 partners and 32 media attending.

### 2024

Dates are May 31 – June 9, 2024

## BOARD PRIORITIES



### Vacation Rentals Education/Research 2023

In 2023 we engaged CV Strategies to conduct research and build out a **local brand campaign** to increase positive messaging and communication and build support within community. We also started a webinar with Rent Responsibly to launch a vacation rental host education series and shared a resource library for Coachella Valley hosts at [greaterpalmsprings.rentresponsibly.org](https://greaterpalmsprings.rentresponsibly.org). We also completed an updated economic impact study for 2022 and completed a resident study on local sentiment towards vacation rentals (72% feel favorable about short-term rentals in their city).

### 2024

We will continue to promote the benefits of vacation rental tourism locally through retained PR and marketing agency CV Strategies. This includes the launch of a new brand, “**One Coachella Valley – Short Term Rentals, Long Term Benefits**” with a full media plan including digital advertising and connected television – launching in Q1 2024.

Our lobbying firm will also engage at the state level in areas of priority for our short-term rental stakeholders including **opposing SB 584** and other threats to local city tax revenues. We will continue to provide resources and best practices to vacation rental operators and cities through our education partnership with **Rent Responsibly**, commission an updated economic impact of vacation rental tourism for 2023, advocate for balanced vacation rental policies, and partner with the major platforms to communicate with vacation rental operators.

## BOARD PRIORITIES



### Air Service Development 2023

**Palm Springs International Airport** has continued to experience record passenger growth in 2023 to officially mark the busiest year on record with 3.2 million total passengers, as full-year demand was up 25% versus 2019 and up 8% versus 2022. Capacity was up 30% versus 2019. The airport currently boasts 16 new markets versus 2019 and welcomed back the seasonal return of 20 routes in fall 2023: from Chicago (ORD) on both American Airlines and United Airlines, from Edmonton (YEG) and Winnipeg (YWG) on WestJet; and from Eugene (EUG), Redmond (RDM), and Santa Rosa (STS) on Avelo. We attended (5) airline industry conferences in 2023 with network planners and executed one headquarter visit to United Airlines.

### 2024/25

Airline network planners are working on the fall 2024 routes, and our goal is to advocate for key hub routes to begin in September and October vs. November and December. This will be a challenge with the continued issues related to equipment and staffing. We will also continue to extend key routes later in the season to late June.

Our top priorities will also focus on **growing year-round service** to major hub airports such as Chicago, Atlanta, Salt Lake, Houston, Toronto, and pursue new seasonal nonstop markets such as Washington DC, Detroit, Spokane, Charlotte and Philadelphia.

We will continue our presence at **industry conferences** such as Jump Start, Airport Roundtable and Routes America while also making personal visits to airline headquarters. We will also create opportunities to **host network planners** and their internal strategic meetings in Greater Palm Springs and include pre and post leisure opportunities to learn more about the destination.

Assess fly markets in **key domestic** destinations including Pacific NW and DC for potential events/activations. Focus attention on aligning Public Relations efforts with Meetings and Tourism Development on opportunities.

Preparing for **international service** from Mexico and Europe as well as secondary Canadian markets is another important priority as we plan for the airport expansion. Continue to build relationships with network planners of foreign based carriers and support PSP's master plan for an FIS / Customs & Border Patrol.

Support PSP expansion and Master Planning process during the planning and early approval and implementation process. Gather letters of support from airlines for airport international expansion.

## BOARD PRIORITIES

### SALES & MARKETING

#### 2023 Marketing

In 2023, our consumer advertising initiatives included a multimedia approach to maximize outreach and engagement generating 25.3B impressions in 2023 across all platforms. Television played a central role, with strategic placements on Cable, KTLA in Los Angeles, and connected television platforms. Out-of-home advertising made a strong impact, capturing attention in drive and direct fly markets. Our presence extended to OTA platforms, with prominent visibility on Expedia, VRBO, TripAdvisor, Travelzoo, ensuring a significant online footprint. Digital campaigns were strategically executed across various platforms, including Centro, Sojern, Nativo, and Pandora, offering a dynamic online presence. This comprehensive approach across multiple channels reflected our commitment to reaching and resonating with diverse audiences in 2023.

With more **year-round flights** than ever, marketing of all new and existing nonstop flights to our destination is supported through our **advertising efforts in fly markets**. New advertising was also vetted with Ailevon Pacific and launched at the end of 2023 in the following one-stop markets: **Kansas City, St. Louis, Omaha, Washington D.C., and Indianapolis**.

In 2023, **co-op programs** included television, digital outdoor billboards, digital advertising (display, native content, streaming audio), and social media. Aside from our Pandora streaming audio co-op, which is a summer program, all co-ops are offered year-round to active VGPS partners. In addition to paid advertising co-ops, VGPS also offers in-kind event support billboards in Los Angeles and San Diego for first-time and signature events taking place in the destination. These programs are subsidized through Riverside County Grant through June 2024.

In 2023, we had the following partners across all programs:

- **(9) Digital and/or Billboard Co-Op Partners:** BNP Paribas Open, City of Desert Hot Springs, Doubletree Palm Springs, Hyatt Regency Indian Wells, Kaiser Grille Palm Springs, Margaritaville Resort Palm Springs, PGA West Golf Course La Quinta, Palm Mountain Resort & Spa, and Sensei Porcupine Creek.
- **(11) Summer Television Co-Op Partners:** JW Marriott Desert Springs Resort & Spa; Omni Rancho Las Palmas; The Ritz-Carlton, Rancho Mirage; Palm Springs Preferred Small Hotels; Hyatt Regency Indian Wells Resort & Spa; Westin Rancho Mirage Golf Resort & Spa; Agua Caliente Casinos; Renaissance Esmeralda Resort & Spa, Indian Wells; City of La Quinta; The Living Desert Zoo & Gardens; Visit Palm Springs.
- **(2) Fall/Winter Television Co-Op Partners:** BNP Paribas Open, The Galleri Classic.
- **(26) In-Kind Event Billboards:** The American Express, Palm Springs International Film Festival, BNP Paribas Open, Palm Springs Pinot Fest, Taste of Jalisco, Fashion Week El Paseo, Palm Desert Food & Wine, Modernism Week February, The Galleri Classic, La Quinta Art Celebration, Cathedral City LGBT Days, Desert X, City of Palm Springs 85th Anniversary, Modernism Week October, Cinema Diverse, Run with Los Muertos, Greater Palm Springs Pride, McCormick's Car Auction, La Quinta Art Celebration Encore, Feel Good Festival, Props & Hops, Cathedral City Hot Air Balloon Festival, Magic of Lights, Ironman, Palm Springs Holidays, Indian Wells Winterfest.

## BOARD PRIORITIES

**Content Driven Media** – New content programs were added in 2023 including AFAR Magazine, Lonely Planet, and California Live to allow for expanded coverage of the destination and pillar-specific content (dining, outdoor activities, arts & culture, and wellness) via content pieces and broadcast coverage. Aligning with travel-centric publications like AFAR and Lonely Planet allowed us to reach audiences with a propensity to travel to Greater Palm Springs, and broadcast programs in the California drive markets allowed us to create custom television segments focusing on late spring/early summer resort getaways, dining, and vacation rentals.

### PR/Marketing 2024

A new brand campaign in partnership with **Starfish Branding Agency** will launch in 2024, including tagline and creative ad development, video production, and updated photography that will be incorporated into all non-summer Visit Greater Palm Springs advertising. Three campaigns will be tested with consumers with research company SMARI, who has been our research partner since 2013 to measure effectiveness of advertising and marketing programs including ROI and creative evaluations. This research will be conducted with consumers in drive and fly markets (14 total markets). This campaign will go into production in the spring, with deployment in September following the summer campaign.

In 2024, we will continue to support our **culinary experiences**, launching a new **dineGPS video series** with (6) new pieces of video content focusing on the culinary experiences in the destination. We also plan to support Greater Palm Springs' evolving culinary landscape through content and promotion of new and existing restaurants, unique culinary experiences and celebrity chefs entering the market. A key objective for 2024 is adding more Michelin-rated or recommended restaurants to our culinary accolades.

In partnership with **Bandwango**, our annual **Summer Eats Pass** featuring restaurant offers will deploy immediately following **Greater Palm Springs Restaurant Week** and will be supported by a full media plan. Local restaurants will also be featured and promoted throughout new social/video and blog content programming planned for 2024.

Continuing to support **arts & culture** in our destination is a key part of our 2024 goals. We will continue to promote the year-round **Oasis of Art campaign**, which includes the Art & Sol video series, artsGPS app, signature events, museums, and murals/public art offerings. We will continue to deploy new content and align our advertising with applicable events throughout the year, including Modernism Week and signature music and arts festivals, as well as nightlife and entertainment in the destination.

As part of the overall Oasis of Art campaign, (4) new **Art & Sol video series** videos highlighting (7) local artists will deploy in 2024 and will be supported with a dedicated media plan including video display advertising, native content, and social media.

## BOARD PRIORITIES

The **outdoor experiences** and **health & wellness pillars** will continue to be promoted throughout our seasonal marketing efforts with dedicated travel-related content programs and platforms such as Lonely Planet and Travelzoo.

In addition to incorporating **LGBTQ+ marketing** throughout our campaigns including digital advertising, content and social media, dedicated programs will be launched with OutThere Magazine which includes content, print advertorial, digital and social media.

**Tracking & Attribution** – We will launch a new partnership with **Arrivalist** beginning in January 2024. Arrivalist’s visitation intelligence platform will allow us to better track our digital media lift and efficiency, gathering information on arrivals into the destination to help us make more informed decisions and identify key markets and targeting. Arrivalist will provide additional data in conjunction with other platforms VGPS utilizes, such as Adara and Near.

Proactive **targeting and pitching** to our top “most wanted media” list including national and regional coverage such as NY Times, Travel & Leisure, Conde Nast, Lonely Planet, National Geographic, LA Times, Seattle Magazine, Wall Street Journal, Afar, Outside, etc.

Assess **fly markets** in key domestic markets including Pacific NW and DC for potential events/activations. Focus attention on aligning with Meetings and Tourism Development on opportunities.

Research and pursue one **national broadcast** in the market for board consideration, amplifying our reach and impact on a broader scale. Broadcast examples include Live with Kelly & Mark, The Today Show, Good Morning American, The Tonight Show etc.

VP of Communications will collaborate with Director of Community Engagement and Director of Corporate Communications to **amplify public affairs messaging** increasing coverage on the topics of DEI, Sustainability and Workforce Development. Work with agencies to broaden reach through media pitches.

## BOARD PRIORITIES

### Vacation Rentals Marketing/Production 2023

In 2023, we continued to incorporate vacation rental information and imagery throughout our overall **marketing campaign year-round**. This includes television spots, out-of-home, social media, digital video content, and blog content and articles.

In addition to these inclusions, we also ran several **dedicated campaigns** driving to the vacation rental landing page on the Visit Greater Palm Springs website. These campaigns included year-round VRBO advertising, digital display via Centro, native content via Centro and Nativo, a vacation rental segment on California live that ran on local California NBC stations, and content articles with Locale Magazine. In addition to our year-round campaign with VRBO, we also ran a highly successful VRBO summer campaign, which generated over **\$17.5M** in gross bookings to the destination.

To add to our asset library, a dedicated **photo and video shoot** also took place in 2023 at a La Quinta vacation rental, showcasing a multi-generational family and providing assets that were utilized across our marketing efforts for the year.

### 2024

Vacation rentals will continue to be integrated into **destination-wide marketing campaigns** in addition to dedicated vacation rental advertising programs including digital display, native content, social media, and year-round advertising with VRBO.

Some of these dedicated programs include a **summer campaign in 2024** with VRBO following the success of our 2023 summer “pool floatie” campaign. This year’s program will focus more heavily on video content with the goal of expanding our library of assets.

Additional **dedicated programs** include content with Sunset Magazine, broadcast opportunities with NBC/California Live, and influencer marketing.

We will continue to engage the **Advisory Group** to further enhance, develop and uncover new marketing opportunities.

## BOARD PRIORITIES

### International PR/Marketing 2023

In January 2023, VGPS entered a **strategic partnership** with Finn Partners, a comprehensive marketing and public relations agency. This collaboration has allowed us to enhance and broaden our commitment to **international recovery** efforts. Our consumer marketing initiative kicked off between April and June, leveraging a comprehensive approach encompassing digital, social, and video. With a particular focus on the UK and Ireland, our expanded partnership focused on elevating awareness.

We also embarked on an immensely fruitful two-week activation throughout five locations in the UK and Ireland, "**Greater Palm Springs Roadtrip**" in collaboration with Finn Partners, forging nearly 10,000 engagements with consumers, trade and media professionals.

Additionally, consumer marketing co-ops were established with **Visit CA** and **Brand USA** and launched in UK/Ireland, France, Australia, Germany and Mexico.

### 2024

Our objective is to further refine and optimize our UK/Ireland campaign, using a funnel approach towards generating **increased consideration and conversions** from consumers who have been exposed to our impactful marketing efforts. Additionally, added targeting for LGBTQ+ will be launched in 2024 across all international media programs.

We will continue to optimize marketing programs with **Brand USA** and **Visit California** in 2024 to reach and expand presence in international markets including UK/Ireland, France, Australia, Germany, Mexico, and Canada.

Marketing opportunities in **Asian markets** such as Japan and South Korea will be researched.

Our brand partnership with **Globe-Trotter** will be continued in 2024 with the creation of new product with activation planned in France.

For Public Relations efforts, maintain emphasis on the **UK/Ireland**. Create strategic initiatives to enhance our position in the **Japanese and Korean** markets, seeking opportunities for increased media visibility, including one inbound media visits to GPS. Investigate **Mexico** as a secondary market: Undertake research and execute strategies to establish a presence in the Mexican market, identifying channels for media involvement.

## BOARD PRIORITIES

### Convention Sales 2023

With continued **recovery of group business** as a key priority for our organization, we will continue to optimize our new campaign that launched in October 2023, **"The Oasis is Real."** New video assets from this campaign have allowed us to include more engaging video content as part of our Convention Sales media plan, showcasing our destination via meeting planner publications, e-mail newsletters, lead-generation opportunities, and digital targeting to reach planners, executives, and decision-makers.

Summer bookings for June-August are up **7,857 room nights** to pace target for 2024 bookings and up **1,108 room nights** to STLY and are up **4,584 room nights** compared to same time in 2019.

**Strategic partnerships** will continue to evolve with organizations like American Express, ASAE, CalSAE, Conference Direct, Helms Briscoe, HPN, Maritz, PCMA, and Prestige, allowing us to increase our advertising presence across their channels and receive customized benefits such as event registrations, sponsorship opportunities, and access to research and survey data.

### 2024

Continue to maximize **marketing opportunities** within media plan and with strategic partners utilizing new assets from "The Oasis is Real" campaign. Continue to focus on **content creation** for meeting planner audience including a new custom white paper on sustainability.

2024 includes a robust **travel calendar** including client events, tradeshow, and FAMs.

Focus on **off-peak business** opportunities, we are updating our summer incentive program, strategically targeting potential clients through direct sales efforts. Our proactive approach involves addressing summer business and **key patterns** during key months: December, January, and mid-week in April. The refreshed summer incentive will be relaunched, featuring prominently in our media content, social media channels, and direct sales efforts.

To capitalize on our **peak season**, emphasis will be placed on incentive and corporate segments to **maximize group ADR** and overall spend.

Recognizing the potential in the **sports market**, we are introducing a dedicated vertical market to attract and retain events, especially during shoulder seasons. This targeted initiative aims to solidify our position as a **preferred destination** for sports-related events.

## BOARD PRIORITIES



Collectively in 2023, the Tourism Development team hosted over **110 clients** in Greater Palm Springs, executed **27 travel trade marketing programs**, traveled to **over 100 industry events** and met with **over 8,000 clients** across 26 countries.

### 2024

Recent research from U.S. Travel underscored that substantial improvements for international inbound visitors need to be addressed. The United States ranks **17th out of 18** top travel markets in terms of **global competitiveness**, according to Euromonitor International. Decades of underinvestment and a lack of focus and coordination from federal policymakers caused the U.S. to fall behind, while other countries actively apply robust strategies to increase travel and grow economic output.

There will be continued focus on hosting **client FAMS**, developing a comprehensive **Program of Work**, and partnering with travel agent associations, **Visit California** and **Brand USA**. These types of collaborations provide quality interactions with influential travel representatives with the goal of providing enriching itineraries with unique experiences for these FAMS and events.

We will be evolving the travel trade webpage and creating engaging content and resources as well as adding a Global Webpage to be used as a resource for partners and stakeholders on international markets.

We will research and implement **B2B** and **B2B2C** marketing programs in both domestic and international markets.

We will continue offering **training sessions**, whether in person or recorded, and hosting workshops for tour operators and travel companies.

## BOARD PRIORITIES

Continue collaborations with **Southern California Triangle** (Santa Monica and San Diego) and **luxury market** (Santa Barbara and West Hollywood) to create marketing programs and custom curated itineraries.

Focus on International **MICE** segment in the UK, France, Asia, and Australia through travel, client engagements, and MICE targeted events.

Leverage our memberships with **ACTA** (Association of Canadian Travel Agencies), **ASTA**, **PATA**, and **MAPTA** and key relationships with **airline vacation business units** as well as key accounts to reach top advisors.

Maximize exposure through presence at **U.S. Travel's IPW**, the leading inbound travel trade show in the United States, which is returning to California in Los Angeles. Our participation this year will be enhanced as the sole sponsor of the **Wellness Lounge**, a dedicated area on the trade show floor showcasing our Health & Wellness pillar. We will also be featured in the **California Plaza**, a collection of destination activations adjacent to the convention center and providing additional networking time with key clients.

# 2023 RESULTS & 2024 GOALS

## CONVENTION SALES

### 2023

The continued positive momentum in the recovery of meetings and events is evident in the exceptional team booking year achieving 121% of our 2023 room night goal. GPS was one of the destinations with the fastest recovery due to open spaces and outdoor options. From a national level perspective, some areas are not back to 2019 numbers and have potential to still grow, while GPS has realized post-pandemic production numbers.

**Local Directors of Sales & Marketing** are reporting a softer start to the year on lead volume, with a noticeable lack of short-term corporate demand that traditionally helps to fill in Q1 gaps. VGPS Booking pace for Q1 2024 is behind STLY and with auditing our lost/turndown leads, we had 346 lost leads for Q1 2024, 18% of leads were turned down due to rate or lack of availability at the hotels.

VGPS has seen a decline in lead volume by **-9% from July – December** compared to 2022, (728 vs 794) and compared to the first half of the year where we were **16% ahead of 2022**.

The following resort properties will be **under construction in 2024**, Hyatt Regency Indian Wells Resort & Spa and La Quinta Resort & Club, which could limit availability and may be a deterrent for planners from booking.

The current vacant Southeast/Sports market position could impact 2024 team production in the first 6 months of the year. This market's production has a 3-year average of **31,220 room nights** booked.

Slowing economy shown with **weakening labor market** as you look at both job openings and wage growth rate declining as reported by Tourism Economics. The rate of growth is slowing as we go into 2024; consumers are expected to **reduce spending** as confidence weakens and demand softens.

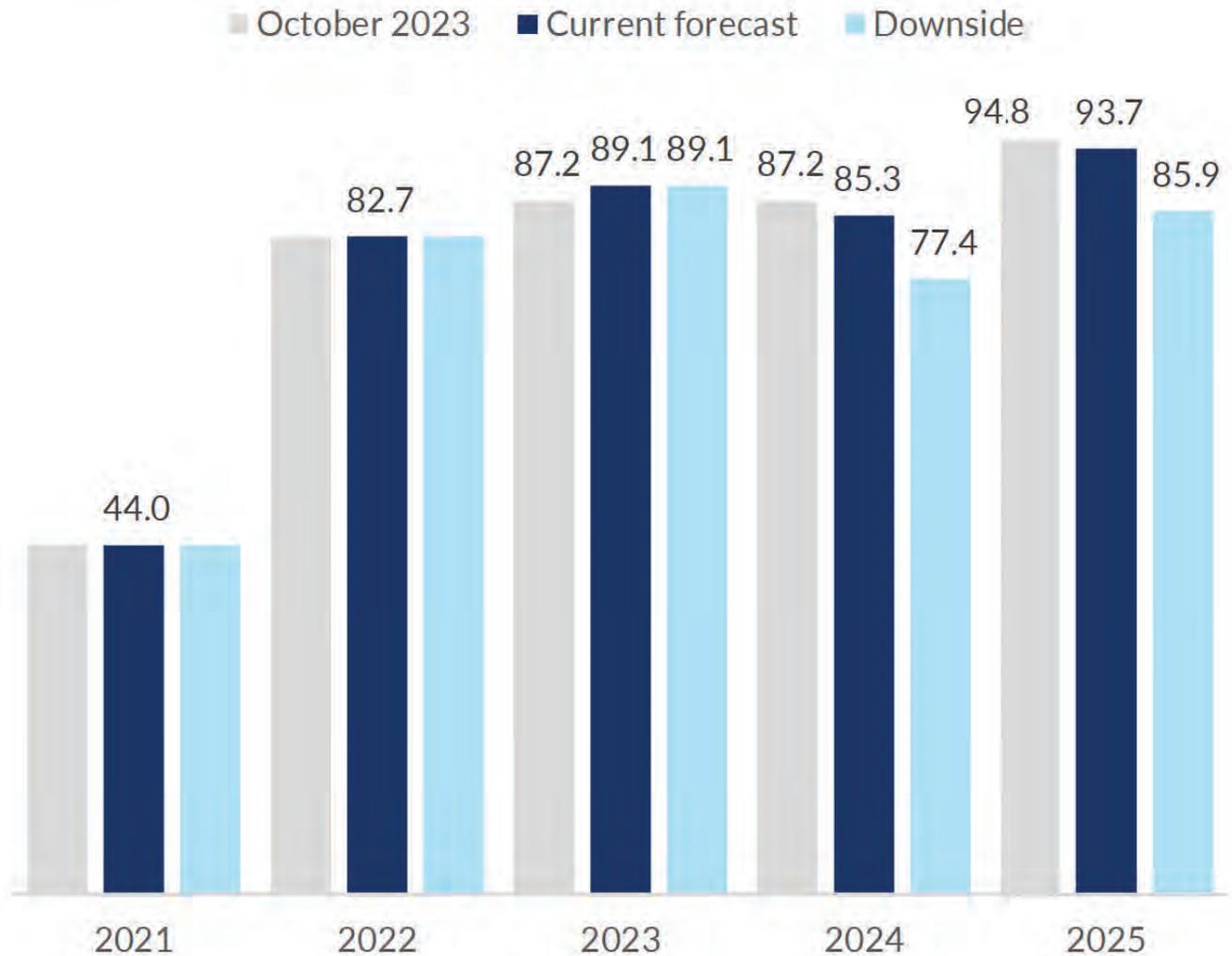
**Election year** historically impacts corporate confidence in booking meetings.

## 2023 RESULTS & 2024 GOALS

The graph below is the most recent national group forecast from October 2023 reported by Tourism Economics. The forecast is weaker than the last forecast for 2024 and future years. Downside assumes a combination of factors such as lower attendance levels, weaker economy, and greater hesitancy to plan group events.

### Group demand benchmark: US aggregate

Index (2019=100)



Source: 2Synergize FuturePace; Tourism Economics

## 2023 RESULTS & 2024 GOALS

**CBRE** has forecasted a drop of **-0.5%** in **total occupancy for 2024** in the Coachella Valley compared to 2023. ADR is predicted to stabilize with a **0.8% increase forecasted for 2024**.

Looking towards **2024**, Coachella Valley RevPAR is expected to grow 0.3%. This is slower than the forecasted rate of growth for 2023. Unlike 2023, prospects for RevPAR growth in the lower-priced segment (3.0%) is better than in the upper-priced segment (negative 1.6%). Coachella Valley market occupancy levels are expected to range from 65.% to 65.8% during the 5-year forecast.

### Annual Performance - Five Year History and Forecast

Year	Occ	Δ Occ	ADR	Δ ADR	RevPAR	Δ RevPAR
2018	64.4%	-0.7%	\$158.37	3.5%	\$101.99	2.8%
2019	64.9%	0.7%	\$166.44	5.1%	\$107.96	5.9%
2020	36.7%	-43.5%	\$150.41	-9.6%	\$55.17	-48.9%
2021	55.8%	52.1%	\$168.15	11.8%	\$93.83	70.1%
2022	64.5%	15.6%	\$208.49	24.0%	\$134.46	43.3%
2023F	65.8%	2.1%	\$209.23	0.4%	\$137.77	2.5%
2024F	65.5%	-0.5%	\$210.90	0.8%	\$138.15	0.3%
2025F	65.5%	0.0%	\$214.91	1.9%	\$140.71	1.9%
2026F	65.4%	-0.1%	\$218.67	1.8%	\$143.05	1.7%
2027F	65.4%	-0.1%	\$222.99	2.0%	\$145.77	1.9%

Source: CBRE Hotels Research, Kalibri Labs, Q3 2023

Future Long-Term Pace indicates we are ahead of targets for 2024 and 2025. Continued focus and opportunity in 2026 and beyond for association business is a priority for the team.

Year	OTB	Pace Targets	Variance	Variance %	LTB	Tentatives
<b>2024</b>	200,305	162,516	<b>37,789</b>	<b>23%</b>	0	139,725
<b>2025</b>	116,148	102,065	<b>14,084</b>	<b>14%</b>	80,987	142,894
<b>2026</b>	39,175	65,762	<b>-26,587</b>	<b>-40%</b>	157,960	100,722
<b>2027</b>	18,840	41,458	<b>-22,618</b>	<b>-55%</b>	178,295	51,830
<b>2028</b>	6,228	22,752	<b>-16,524</b>	<b>-73%</b>	190,907	22,326
<b>2029</b>	683	11,158	<b>-10,475</b>	<b>-94%</b>	196,452	4,271
<b>2030</b>	2114	6,189	<b>-4,075</b>	<b>-66%</b>	195,021	4,787

as of 1/4/24

## 2023 RESULTS & 2024 GOALS

Room nights on the books are also ahead of STLY and ST19 for 2024 and 2025.

Room Nights: OTB Vs STLY



## CONVENTION SALES GOALS 2024

### HISTORICAL/GOALS

	2019 GOAL	2019 ACTUAL	2022 GOAL	2022 ACTUAL	2023 GOAL	2023 STRETCH GOAL	2023 ACTUAL	2024 GOAL	2024 STRETCH GOAL
<b>ROOM NIGHTS</b>	222,500	217,337	155,000	182,105	185,500	206,500	<b>225,052</b>	<b>207,000</b>	<b>225,000</b>
<b># GROUPS BOOKED</b>	375	350	260	332	N/A	N/A	424	<b>N/A</b>	<b>N/A</b>
<b>LEAD DISTRIBUTION</b>	1,148	1,155	1,150	1,564	1,450	1,550	1,620	<b>1,650</b>	<b>1,730</b>
<b>NEW BOOKINGS</b>	--	151	--	212	220	230	288	<b>290</b>	<b>305</b>
<b>NEW LEAD DISTRIBUTION</b>	668	648	600	843	825	875	863	<b>870</b>	<b>885</b>

## 2023 RESULTS & 2024 GOALS

### WEBSITE GOALS 2024

#### NEW MEASUREMENT WITH GOOGLE ANALYTICS 4 (GA4)

	2022 ACTUAL	2022 GA4 ACTUAL	2023 GA4 GOAL	2023 GA4 ACTUAL	2024 GA4 GOAL
<b>Users</b>	2,548,954	2,324,142	2,347,383	2,504,188	<b>2,604,355</b>
<b>Sessions</b>	3,381,663	2,933,794	2,963,132	3,201,586	<b>3,329,649</b>
<b>Highly Engaged Sessions</b>	1,138,289	1,138,289	1,149,672	1,379,646	<b>1,408,698</b>
<b>Qualified Sessions</b>	252,917	252,917	255,446	651,638	<b>667,531</b>

- 2023 will be used as a baseline year for GA4 metrics, which went live July 1, 2023.
- 2023 actual “Users” was **107%** of goal and actual “Sessions” was at **108%** of goal.
- Highly engaged sessions were at 120% of goal despite coding error that occurred from August through December. This error will make it difficult to measure highly engaged sessions in 2024, and it will need to be done manually.
- Qualified sessions have increased across the industry based on new definition for this action. Current/new GA4 definition now counts multiple actions each as individual conversions.
- In 2024, we will monitor AI Search Generative Experience (SGE) and the impact it may have on website traffic.
- SGE could fundamentally change the way users get information and how sites are found on search engines.
- Google’s SGE will quickly provide users with the answers they need and not necessarily direct users to other websites or content.
- The impact on site traffic and the click through rate (CTR) of organic results could be materially impacted.
- The AI spotlight (first search option) will take precedence over every result, whether organic, paid, or featured.

We are monitoring these activities and adapting our content approach to ensure we are staying current on the changing landscape.

## 2023 RESULTS & 2024 GOALS

### GLOSSARY:

**User:** This is the primary user metric in GA4 defined as total unique users that visit the website. It does include a returning website visit in the same browser.

**Sessions:** A session is the total number of user interactions that take place within a given period. The session counts in your Google Analytics 4 property will be lower than the session counts in Universal Analytics. This is because Google Analytics 4 does not create a new session when the source changes mid-session, while Universal Analytics does create a new session under that circumstance.

**Highly engaged session:** A website session on visitgreaterpalmsprings.com who has met the following criteria:

- Session duration is greater than 2:00 AND they have visited 2 or more pages during the session.
- Subscribed to the eNewsletter.
- Requested a Visitor Guide.
- Clicked "Visit Website".
- Clicked on coupon on a partner listing.

**Qualified Sessions:** Conversions are defined as a website visitor that does one of the following:

- Signs up for an eNewsletter.
- Requests a Visitors Guide.
- Visits a partner website.

## 2023 RESULTS & 2024 GOALS

### SOCIAL MEDIA GOALS 2024

@VISITGREATERPS	2022 GOAL	2022 ACTUAL	2023 GOAL	2023 ACTUAL	2024 GOAL
<b>Impressions</b>	29,000,000	41,213,494	42,000,000	52,920,177	<b>53,000,000</b>
<b>Video Views</b>	5,600,000	7,418,095	7,600,000	9,132,898	<b>9,250,000</b>
<b>Website Clicks</b>	154,000	196,876	199,000	220,263	<b>221,500</b>

- In 2023, we shifted goals to combine channels to look at total metrics together vs. looking at by @visitgreaterps and @dinegps separately. This is due to how much crossover there is between channels as well as the fact that we only have one channel for TikTok, YouTube, and Pinterest.
- Approximately 2 million impressions were attributed to viral social media posts.
- New influencer programs with Crowdriff and Sonic Gods will assist in executing our video and content creation in 2024.



## 2023 RESULTS & 2024 GOALS

### MEDIA GOALS 2024

<b>Earned Media</b>	<b>2019 ACTUAL</b>	<b>2021 ACTUAL</b>	<b>2022 ACTUAL</b>	<b>2023 GOAL</b>	<b>2023 ACTUAL</b>	<b>2024 GOAL</b>
<b>PR Quality Score</b>	4,452	6,433	6,711	6,800	6,828	<b>6,900</b>
Media Outreach/ Assists	1,786	1,278	2,256	2,500	2,521	<b>2,550</b>
Media Value	\$18,859,220	\$25,466,712	\$58,225,830	Tracking	\$59,571,615	<b>Tracking</b>
<b>CS Earned Media</b>						
Earned Media Placements	33	35	62	70	71	<b>75</b>

- PR Quality Score is a point-based system of evaluating the quality of media. Media is rated on a scale of 1-12 based on story type, media tier, visuals, URL, DMO mention, and reader response. This is done through an internal point scoring system.

## 2023 RESULTS & 2024 GOALS

### PARTNERSHIP AND TOURISM FOUNDATION 2023/2024

2024 REVENUE GOALS	2023 Goal	2023 actual	2024 Goal	Stretch goal
Partnership Renewal	\$225,000	\$222,547	\$125,000	\$150,000
New Partners	\$25,000	\$23,684	\$25,000	\$35,000
DTN-Website	\$50,000	\$78,437.58	\$100,000	\$120,000
Restaurant Week				
<b>Total</b>	<b>\$380,000</b>	<b>\$386,468.58</b>	<b>\$330,000</b>	<b>\$405,000</b>
<b>Fundraising</b>				
Oasis Awards Gala	\$100,000	\$96,503.21	\$100,000	\$120,000
Golf Tournament	\$25,000	\$35,708	\$20,000	\$30,000
Other (auctions, sponsors)	\$25,000	\$9,389.30	\$20,000	\$30,000
Grants				
<b>Total</b>	<b>\$150,000</b>	<b>\$141,600.51</b>	<b>\$150,000</b>	<b>\$200,000</b>
<b>TEAM GPS</b>				
Registrations (in-person)	300	140	150	180
Registrations (online)	-	-	200	250

### Partnership Benefits

**NEW** To further advance our values and foster inclusive relationships with our partners, Visit Greater Palm Springs is making changes to its partnership model, providing benefits that previously required an investment, like brochure distribution in our visitor center, In the Loop partner newsletter, and event invites at no charge to tourism related businesses in the Coachella Valley. This new model is called EngageGPS and will roll our starting February 2024. Low-cost advertising and promotion opportunities will continue to be available, including advertising on our website, event sponsorships, and marketing co-ops.

**NEW** In addition, the Digital Influence Report initiative will launch first quarter of 2024. The report evaluates the digital presence, online performance, and key metrics for businesses, including aspects such as local presence, reviews, paid search, social media presence, website build, website speed, and SEO. The report provides a detailed breakdown of each business's performance in these areas, highlighting strengths and areas for improvement.

*visit*  greater  
palm springs



**STAFF REPORT**  
**4/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Dr. Gabriel Martin, City Manager

**SUBJECT:** Approve Resolution No. 2024-14 Modifying the City of Coachella Educational Reimbursement Program to Include Student Loans Debt Reimbursement

**STAFF RECOMMENDATION:**

Staff recommends approving Resolution No. 2024-14 that will modify the City of Coachella Educational Reimbursement Program to allow student loans debt as a reimbursable item under the existing program.

**EXECUTIVE SUMMARY:**

According to the CollegeBoard.Org [Trends in Student Aid 2023](#)<sup>1</sup>, there is over \$1.6 trillion in student loan debt in the United States with over 46.2 million borrowers. The average borrower has a student loan debt of \$35,600. The impacts of student loans has been associated with one of the reasons in the decline of home purchases. According to a [Federal Reserve Report](#), the increase in student loan debt between 2005 and 2014 reduced the homeownership rate among young adults by 2 percentage points<sup>2</sup>. There 6.5 million borrowers in default and over 30.5 million in Forbearance/Deferment.

Federal Loan Balance by Debt Size, Second Quarter of FY2023

	Total Balance (in Billions)	Number of Borrowers (in Millions)	Average Balance
\$200,000 or More	\$290.9	1.0	\$290,900
\$100,000 to \$199,999	\$338.5	2.5	\$135,400
\$80,000 to \$99,999	\$126.5	1.4	\$90,400
\$60,000 to \$79,999	\$180.3	2.6	\$69,300
\$40,000 to \$59,999	\$214.1	4.4	\$48,700
\$20,000 to \$39,999	\$283.4	10.0	\$28,300
\$10,000 to \$19,999	\$138.0	9.5	\$14,500
\$5,000 to \$9,999	\$56.1	7.8	\$7,200
Less than \$5,000	\$19.1	7.0	\$2,700
<b>Total</b>	<b>\$1,646.9</b>	<b>46.2</b>	<b>\$35,600</b>

Federal Loan Balance by Repayment Status, Second Quarter of FY2023

	Total Balance (in Billions)	Number of Borrowers (in Millions)	Average Balance
Forbearance	\$1,120.2	27.4	\$40,900
Default	\$139.8	6.5	\$21,500
In-School	\$113.7	6.0	\$19,000
Deferment	\$115.5	3.1	\$37,300
Grace	\$18.4	1.0	\$18,400
Repayment	\$10.7	0.3	\$35,700
Other	\$7.1	0.2	\$35,500
<b>Total</b>	<b>\$1,525.4</b>	<b>\$44.5</b>	<b>\$34,300</b>

<sup>1</sup> Trends in Student Aid 2023 - [Trends in Student Aid Highlights - College Board Research](#)

<sup>2</sup> Federal Reserve Report - [Consumer & Community Context Vol. 1 No. 1, January 2019 \(federalreserve.gov\)](#)

**BACKGROUND:**

According to Section 13 of the City of Coachella 2023-2027 MOU, the City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification, Class A or B license fees, and renewal fees on such certifications and licenses. The cost to the City for the reimbursement shall not exceed five thousand dollars (\$5,000) per employee for a twelve (12) month period.

Request for reimbursement must be submitted and approved prior to enrolling in a course or applying for a certification, license or renewal. Employee must complete the **Education Reimbursement Request (Form A)** and submit it to their Department Director or Supervisor for approval. They must provide the course/certificate/license description, date, and tuition/fee information, and explain how this course will enhance your job related performance, then sign and date the form. If approved, the Department Director or Supervisor signs the form and forwards it to Human Resources to confirm eligibility for reimbursement. Human Resources will then send the form to the City Manager for final approval. The employee will be notified when the request has been approved and a copy of the approved Education Reimbursement Request form will be provided to the employee. After completion of the course/certificate and/or once license is obtained or renewed, the employee must submit the **Request for Payment (Form B)** to their Department Director or Supervisor for approval, along with the following backup documentation:

- a) copy of course(s) grade report/certificate of completion/license;
- b) copy of payment receipts for amount requested;
- c) copy of the approved Education Reimbursement Request form

The Department Director or Supervisor will forward the Request for Payment form, along with all backup documentation, to Human Resources for processing. Payment will be made through Accounts Payable.

**DISCUSSION/ANALYSIS:**

With the Educational Reimbursement Program, the City is invested in continuing to educate and develop its workforce and encourages training, self-improvement and personal development programs. Allowing student loans as a reimbursable expenditure would encourage staff to embark on the path of higher education to receive a Bachelor's degree or continue their higher educational goals by obtaining a Master's degree. Furthermore, it would promote longevity and reduce turn over as employees would keep taking advantage of this benefit by continuing their employment with the City. This also can be used as a marketing or incentive tool to encourage new employees to apply to the City and attract new and skills staff in this competitive job market. Per the IRS regulations, the Educational Reimbursement Program is not taxable to the recipient and the assistance is limited to \$5,250 per year.

If approved by City Council, student loans would be allow under the existing Educational Reimbursement Program as an allowed reimbursable item. Employees would be allowed up to \$5,000 per twelve (12) month period (based on a fiscal year cycle). Employees serving a probationary period are not eligible for reimbursement. Employee must fill out Form B, provide copy of degree; student loan statements from lenders illustrating payments not exceeding \$5,000 per fiscal year; and any other form of documentation indicating payment of student loans, per the request of the Human Resources. The Human Resource Department will review and process all request and payment will be made through Accounts Payable.

The City of Rancho Mirage is the only other city in the Coachella Valley that offers a student loan debt assistance program with a max of \$850/fiscal year.

**ALTERNATIVES:**

1. Approve Resolution No. 2024-XX with Council modifications.
2. Not approve Resolution No. 2024-XX that will modify the City of Coachella Educational Reimbursement Program to allow student loans debt as a reimbursable item under the existing program.
3. Provide staff with alternative direction

**FISCAL IMPACT:**

According to the Finance Department the chart below indicates how much was spent on the Educations Reimbursement Program:

Fiscal Year:	Amount:
<b>23/24</b>	\$7,822.56
<b>22/23</b>	\$19,923.06
<b>21/22</b>	\$18,178.33
<b>20/21</b>	\$28,774.15
<b>19/20</b>	\$9,660.49

According to the Human Resource Department, the City currently has 81 employees. Seventeen (17) have a Bachelor’s degree (20.9%), four (4) have a Master’s degree (4.9%) and one (1) has Doctorate degree (1.2%).

Should the City Council approve staff recommendations, this action could have a potential impact of \$85,000 per fiscal year on the General Fund Unreserved Fund Balance (Fund 101).

**ATTACHMENTS:**

1. Resolution No. 2024-14 that will modify the City of Coachella Educational Reimbursement Program to allow student loans debt as a reimbursable item under the existing program.
2. City of Coachella Educational Reimbursement Program
3. City of Coachella Full Time Employee Benefit Summary
4. City of Coachella Educational Reimbursement Program – Form A
5. City of Coachella Educational Reimbursement Program – Form B
6. City of Coachella Education Reimbursement Instructions

**RESOLUTION NO. 2024-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COACHELLA, CALIFORNIA, MODIFYING THE CITY OF  
COACHELLA EDUCATIONAL REIMBURSEMENT PROGRAM TO  
INCLUDE STUDENT LOAN DEBT REIMBURSEMENT**

**WHEREAS**, there is over \$1.6 trillion in student loan debt in the United States with over 46.2 million borrows. There 6.5 million borrows in default and over 30.5 million in Forbearance/Deferment; and

**WHEREAS**, according to Section 13 of the City of Coachella 2023-2027 MOU, the City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year; and

**WHEREAS**, the City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification, Class A or B license fees, and renewal fees on such certifications and licenses. The cost to the City for the reimbursement shall not exceed five thousand dollars (\$5,000) per employee for a twelve (12) month period; and

**WHEREAS**, the Educational Reimbursement Program, the City is invested in continuing to educate and develop its workforce and encourages training, self-improvement and personal development programs; and

**WHEREAS**, allowing student loans as a reimbursable expenditure would encourage staff to embark on the path of higher education to receive a Bachelor's degree or continue their higher educational goals by obtaining a Master's degree. It would promote longevity and reduce turn over as employees would keep taking advantage of this benefit by continuing their employment with the City. This also can be used as a marketing or incentive tool to encourage new employees to apply to the City and attract new and skills staff in this competitive job market.; and

**WHEREAS**, according to the City of Coachella Human Resource Department, the City currently has 81 employees. Seventeen (17) have a Bachelor's degree (20.9%), four (4) have a Master's degree (4.9%) and one (1) has Doctorate degree (1.2%); and

**WHEREAS**, the City of Rancho Mirage is the only other city in the Coachella Valley that offers a student loan debt assistance program with a max of \$850/fiscal year.

**NOW, THEREFORE, BE IT RESOLVED**, that this City Council of the City of Coachella, California, as follows:

1. The recitals set forth hereinabove are true and correct; constitute the findings of the City Council; and are incorporated herewith by this reference.

- 2. Approve the modification to the City of Coachella Educational Reimbursement Program to include student loan debt reimbursement.

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of April 2024.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024-14 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24<sup>th</sup> day of April 2024 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Delia Granados  
Deputy City Clerk



## **CITY OF COACHELLA EDUCATION REIMBURSEMENT PROGRAM**

The City is invested in continuing to educate and develop its workforce and encourages training, self-improvement and personal development programs.

### **What the City contributes:**

\$5,000 per employee, per twelve (12) month period (based on a fiscal year cycle). Employees serving a probationary period are not eligible for reimbursement.

### **Reimbursement:**

- Tuition for continuing education in non-job related courses = 50% reimbursement.
- Tuition for classes in job related courses = 100% reimbursement.
- Payment is based upon an employee receiving a grade of 2.0 or better.

The City will also reimburse employees 100% for job-related:

- College preparatory classes;
- Certifications;
- Professional licensure preparatory classes;
- Vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses.

### **Requirement:**

Requests for reimbursement must be submitted and approved **prior** to enrolling in a course or applying for a certification, license or renewal.



## Full-time Employee Benefits Summary

Plan Year: January 1, 2024 – June 30, 2027

\*\* Below is a summary of the benefits provided for full-time employees.\*\*

### HEALTH & WELFARE BENEFITS

#### MEDICAL

The City contracts with CalPERS (California Public Employees' Retirement System) for our medical plans. Employees can choose from eight HMO (Health Maintenance Organization) and two PPO (Preferred Provider Organizations) plans. Coverage is available for employees and their eligible dependents, up to age 26.

#### **What the City contributes:**

Miscellaneous and Sanitary Employees bargaining unit (TEAMSTERS) and the Confidential Mid-Management Employees bargaining unit (TEAMSTERS):

- Employee only – \$805.26 per month
- Two Party – \$1,611.72 per month
- Family – \$2,095.23 per month

Any amount over what the City contributes for medical is the responsibility of the employee. If an employee chooses a health plan that is less than what the City contributes, they will not receive reimbursement for the difference.

**Waiving Coverage:** Employees who elect to waive medical coverage are eligible to receive \$725.00 per month. Proof of duplicate coverage is required annually to be eligible to receive this benefit.

**Coverage Begins:** Employees have 60 days from the date of their initial appointment to enroll, or decline to enroll, themselves and all eligible family members. The effective date is the first day of the month after the enrollment form is turned in to Human Resources.

#### DENTAL

The City contracts with The Standard for our dental plan. They offer both an HMO (Direct Referral Dental Plan) and a PPO (Preferred Dentist Program) plan. Coverage is available for employees and their eligible dependents, up to age 26.

**New Hires:** Employees have 30 days from the date of their initial appointment to enroll, or decline to enroll, themselves and all eligible family members. The effective date is the first day of the month after the enrollment form is turned in to Human Resources.

**What the City contributes:**

The City pays 100% of the premium for all employees and their eligible dependents, up to age 26. Employees are not reimbursed for waiving coverage.

**VISION**

The City contracts with The Standard for our Vision VSP and EyeMed PPO plans. Coverage is available for employees and their eligible dependents, up to age 26.

**New Hires:** Employees have 30 days from the date of their initial appointment to enroll, or decline to enroll, themselves and all eligible family members. The effective date is the first day of the month after the enrollment form is turned in to Human Resources.

**What the City contributes:**

The City pays 100% of the premium for all employees and their eligible dependents, up to age 26.

**Waiving Coverage:**

Employees in the Miscellaneous and Mid-Management bargaining units who elect to waive coverage are eligible to receive reimbursement. Employees in the Management group do not receive reimbursement for waiving benefits. Proof of duplicate coverage is required annually to be eligible to receive this benefit.

**LIFE INSURANCE**

The City contracts with The Standard and pays 100% of the premium for basic term life insurance. Coverage is effective the first date of initial employment.

**Coverage provided:**

- Miscellaneous and Sanitary Employees bargaining unit (TEAMSTERS) receive \$150,000 of coverage.
- Confidential Mid-Management Employees bargaining unit (TEAMSTERS) receive \$150,000 of coverage.
- Management employees receive - \$150,000 of coverage (Group 1) \$250,000 of coverage (Group II), as well as \$2,000 Dependent Life Spouse coverage, and up to \$1,000 Dependent Life Child coverage.

*(Please note that the Internal Revenue Service requires that coverage in excess of \$50,000 must be included as income on the employee's W-2. This amount is subject to withholding for Social Security and Medicare, but not income tax.)*

**SHORT/LONG TERM DISABILITY (STD/LTD)**

The City contracts with The Standard to provide Short and Long Term Disability Insurance. The City pays 100% of the premium for Long Term Disability; STD is paid by the employee under the private plan. Coverage is effective the first date of initial

employment.

### **ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)**

The City contracts with The Standard to provide Accidental Death & Dismemberment (AD&D) Insurance. AD&D benefits pay for a covered accident that results in a loss of life, speech, hearing or sight, paralysis and other losses. The City pays 100% of the premium. Coverage is effective the first date of initial employment.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City pays for an Employee Assistance Program through The Standard. An EAP is intended to help employees deal with personal or family problems that might adversely impact their job performance, health and well-being (e.g., marriage, relationship and family problems, problems at work, changes in mood, legal and financial issues, stress and anxiety, alcohol and drug dependency, identify theft, and health and wellness concerns).

### **RETIREMENT**

The City contracts with CalPERS (California Public Employees' Retirement System) for our retirement benefits. The City does not pay into social security for full-time employees.

#### **Retirement Formulas:**

##### ***New Members:***

- 2% @ 62.
- Hired on or after January 1, 2013.
- Pays a 7.75% member contribution.
- Final compensation is based on a consecutive three-year period.

### **457 DEFERRED COMPENSATION PLAN (Optional Retirement)**

The Internal Revenue Service allows employees to contribute money into an optional retirement plan on a pre-tax basis via payroll deduction. You don't pay income taxes on your contributions until you retire and/or begin to take payments from your account.

The City offers two companies to choose from - Nationwide Insurance and MissionSquare. The City does not match funds.

#### **2024 Contribution Limits:**

- Annual Deferral - \$23,000
- Pre-Retirement Catch-Up - \$30,500
- Age 50 Catch-Up: \$46,000 (If eligible)

### **FLEXIBLE SPENDING ACCOUNT (FSA) SECTION 125**

The Internal Revenue Service allows eligible employees to set aside a specific pre-tax dollar amount via payroll deduction for expenses not covered by your medical, dental and vision plans (deductibles, co-pays, certain over-the-counter items) and for dependent care expenses (daycare, before and after-school, day camp, elder care). By using this plan, you can save on average 20%-40% each year on these out-of-pocket expenses.

**2024 Contribution Limits:**

Health Care - \$3,200

Dependent Care - \$5,000

**EDUCATION REIMBURSEMENT**

The City is invested in continuing to educate and develop its workforce and encourages training, self-improvement and personal development programs.

**What the City contributes:**

\$5,000 per employee per twelve (12) month period (based on fiscal year).

**Reimbursement:**

- Tuition for continuing education in non-job related courses = 50% reimbursement
- Tuition for classes in job related courses = 100% reimbursement
- Payment is based upon an employee receiving a grade of 2.0 or better

**The City will also reimburse employees 100% for:**

- Job-related college preparatory classes
- Certifications
- Professional licensure preparatory classes
- Vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses

**SUPPLEMENTAL PLANS AVAILABLE**

American Fidelity Assurance

Offers: Cancer, Life, Accident

The Standard

Offers: Life, Accident, Critical Illness coverage

Texas Life

Offers: Life

*All benefits are governed by the actual benefit plans, which have precedence over the information reported in this summary.*



# CITY OF COACHELLA

## EDUCATION REIMBURSEMENT REQUEST (FORM A)

(Requests for reimbursement must be submitted and approved **PRIOR** to enrolling in a course or applying for a certification, license or renewal)

**EMPLOYEE NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

<b>NAME OF COURSE/ CERTIFICATE/LICENSE:</b>	<b>ATTENDANCE DATES:</b>	<b>COST OF TUITION</b>	<b>COST OF BOOKS</b>	<b>OTHER</b>
				<b>TOTAL COST:</b>

**Please explain how this course(s) will enhance your job related performance:**


\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**A. FOR DEPARTMENT DIRECTOR:**

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, state reason) \_\_\_\_\_

\_\_\_\_\_  
**Department Director/Supervisor Signature**

\_\_\_\_\_  
**Date**

<b>B. FOR HUMAN RESOURCES</b>	
Request is for what Fiscal Year?	
Has employee received reimbursement previously during this Fiscal Year?	Yes _____ Amount:\$ _____ No: _____
Amount eligible to be reimbursed for this request:	
<i>Human Resources Signature:</i>	
<i>Date:</i>	

**C. FOR CITY MANAGER APPROVAL:**

\_\_\_\_\_  
**City Manager Signature**

\_\_\_\_\_  
**ate**



## CITY OF COACHELLA REQUEST FOR PAYMENT (FORM B) EDUCATION REIMBURSEMENT

**EMPLOYEE NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

NAME OF COURSE/CERTIFICATE/ LICENSE:	DATE COMPLETED:	TOTAL COST

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**Attach the following backup documentation to this form:**

- a) copy of course(s) grade report/certificate of completion/license
- b) copy of payment receipts for amount requested
- c) copy of the approved Education Reimbursement Request form

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**DEPARTMENT DIRECTOR:**

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, state reason) \_\_\_\_\_

\_\_\_\_\_  
**Department Director/Supervisor Signature**

\_\_\_\_\_  
**Date**

<b>HUMAN RESOURCES ONLY</b>	
Grades/Receipts Submitted:	Yes _____ No _____
Total Amount To Be Reimbursed:	\$ _____
What Fiscal Year is this for?	
Account Number:	
<i>Human Resources Signature:</i>	
<i>Date:</i>	



## CITY OF COACHELLA EDUCATION REIMBURSEMENT INSTRUCTIONS

1. Requests for reimbursement must be submitted and approved **PRIOR** to enrolling in a course or applying for a certification, license or renewal).
2. Complete the **Education Reimbursement Request (Form A)** and submit it to your Department Director or Supervisor for approval. Provide the course/certificate/license description, date, and tuition/fee information, and explain how this course will enhance your job related performance. Sign and date the form.
3. If approved, the Department Director or Supervisor signs the form and forwards it to Human Resources to confirm eligibility for reimbursement. Human Resources will then send the form to the City Manager for final approval.
4. The employee will be notified when the request has been approved and a copy of the approved Education Reimbursement Request form will be provided to the employee.
5. After completion of the course/certificate and/or once license is obtained or renewed, the employee must submit the **Request for Payment (Form B)** to their Department Director or Supervisor for approval, along with the following backup documentation:
  - a. copy of course(s) grade report/certificate of completion/license
  - b. copy of payment receipts for amount requested
  - c. copy of the approved Education Reimbursement Request form
6. The Department Director or Supervisor will forward the Request for Payment form, along with all backup documentation, to Human Resources for processing. Payment will be made through Accounts Payable.

*\*\*Probationary employees are not eligible for education reimbursement.*