



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

# AGENDA

OF A REGULAR MEETING  
OF THE

CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,

COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,

COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,

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

AND COACHELLA PARKS AND RECREATION

**December 13, 2023**

5:00 PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

In-Person Meeting  
Location:

Coachella City Hall  
Council Chamber  
1515 Sixth Street  
Coachella, CA

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

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

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

Or Telephone:

US: +1 669 900 6833

**Webinar ID: 884 5727 1898**

**Passcode: 606140**

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

- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
  - **In Real Time:**  
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**  
Written comments may be submitted to the City Council electronically via email to [cityclerk@coachella.org](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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)  
Title: City Manager  
Title: City Attorney
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: APN No. 763-131-078  
Agency Negotiator: Gabriel Martin, City Manager  
Negotiating Parties: Industrial Way Properties  
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
In re: Aqueous Film-Forming Foams Products Liability Litigation  
Case No. 2:18-mn-2873-RMG
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-011 and 778-180-004  
Agency Negotiator: City Manager and Public Works Director  
Negotiating Parties: Peter Rabbit Farms Inc.  
Under Negotiation: Price and Terms
5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-005  
Agency Negotiator: City Manager and City Engineer  
Negotiating Parties: Jose Jesus and Carmen Espinoza  
Under Negotiation: Price and Terms
6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-009  
Agency Negotiator: City Manager and City Engineer  
Negotiating Parties: Jamie R. and Betty A. Zepeda.  
Under Negotiation: Price and Terms

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



**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**COUNCIL REORGANIZATION:**

7. Nomination for the Position of Mayor Pro Tem

**PROCLAMATIONS/PRESENTATIONS:**

- [8.](#) California Natural Resources Agency Presentation on the Salton Sea Management Program
- [9.](#) Coachella Resident Engagement Academy Update
10. Coachella Youth Football Little Arabs Proclamation

**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.)

- [11.](#) Regular Meeting Minutes of November 8, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
- [12.](#) Investment Report – August 31, 2023
- [13.](#) Adopt Resolution No. 2023-75 Authorizing State of California Cannabis Equity Act Grant Funding
- [14.](#) Adopt Resolution No. 2023-76 Approving a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-24 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program
- [15.](#) Construction Contract with The Public Restroom Company in the Amount of \$998,100 for the Procurement and Installation of the Pre-Fab Buildings for the Bagdouma Park Restroom Projects– City Projects P-30 & P-32, CDBG Projects 4.CO.25-21 & 4.CO.27-22
- [16.](#) Adopt Resolution No. 2023-78 Approving Final Parcel Map No. 37758
- [17.](#) Adopt Resolution No. 2023-79 Authorizing the Purchase of Right of Way for Conveyance of Real Property from Nika Royal, LLC For a Sales Price of \$35,000 Consisting of Parcel “A’ Lying in Parcel 4 of Lot Line Adjustment Recorded March 16, 1992 as Instrument No. 88259 in The City of Coachella, County of Riverside, State of California for the Avenue 50 Widening Project, City Project ST-93 (APN:768-163-001)

- [18.](#) Adopt Resolution No. 2023-80 Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, City of Riverside, Temecula, and the County of Riverside, California, Concerning the Distribution of 2023 Justice Assistance Grant (JAG) Fund Awards and the Administration and Use of Such Funds
- [19.](#) Recommend Approval of the Restated Memorandum of Understanding for Library Operations at the Coachella Library and Coachella Library Annex Between the City of Coachella and County of Riverside
- [20.](#) Adopt Resolution No. 2023-82 Approving Towing Services for Inoperable and Abandoned Vehicles Pursuant to the City's Abandoned Vehicle Abatement Program
- [21.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of December 13, 2023, \$4,503,709.30
- [22.](#) Approve and Authorize the City Manager to Execute a Professional Services Agreement with Deaztlan Consulting for Media, Video and Event Production Services in the Amount of \$27,500

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

- [23.](#) Reimbursement Agreement with Coachella Valley Association of Governments (CVAG) in an Amount of \$825,000, Service Agreement with the County of Riverside in an Amount of \$825,000, and Authorize Appropriation of \$50,000 from Fund 127 (Street DIF) for the Design and Construction of the Airport Blvd. Bridge Replacement Project, City Project ST-141
- [24.](#) Establishment of an Equity and Social Justice Ad Hoc Subcommittee
- [25.](#) Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the American Planning Association California Executive Board for Planning Technical Assistance from the Community Planning Assistance Team (CPAT)
- [26.](#) Adopt Resolution No. 2023-77 Authorizing the Amendment of the Cannabis Social Equity Program to Align with the State of California Equity Act
- [27.](#) Ordinance No. 1207 Increasing City Council Compensation Pursuant to Senate Bill 329 (First Reading)

**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



CALIFORNIA  
NATURAL  
RESOURCES  
AGENCY



# Salton Sea Management Program

Miguel Hernández, Public Affairs Officer, CNRA

## Programa de Gestión de Salton Sea

Miguel Hernández, Oficial de Asuntos Públicos



# Presentation Overview

## Descripción General de la Presentación

- What is the Salton Sea Management Program (SSMP)?
- SSMP Projects
- Projects in Planning Phases

- ¿Qué es el Programa de Gestion del Salton Sea (SSMP)?
- Proyectos del SSMP
- Proyectos en Fases de Planeación



# What is the Salton Sea Management Program (SSMP)?

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## ¿Qué es el Programa de Gestión de Salton Sea (SSMP)?

SSMP Team

Equipo del SSMP



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# Salton Sea Challenges

- Dust from exposed lakebed may affect air quality and public health for surrounding communities.
- Increased salinity in the waters of the Sea is unable to sustain many forms of aquatic life.
- Habitat values are being lost, including for several bird species on the Pacific Flyway.
- Drought and water availability

# Retos del Salton Sea

Item 8.

- El polvo proveniente del lecho del lago expuesto puede afectar la calidad del aire y la salud pública de las comunidades aledañas.
- El aumento de la salinidad del agua de Salton Sea no permite la supervivencia de varias formas de vida acuática.
- Se pierden los valores de los hábitats, incluidas varias especies de aves en la ruta migratoria del Pacífico.
- Sequía y disponibilidad de agua.



# SSMP Phase I: 10-year plan

## Plan a 10 años del SSMP

Item 8.

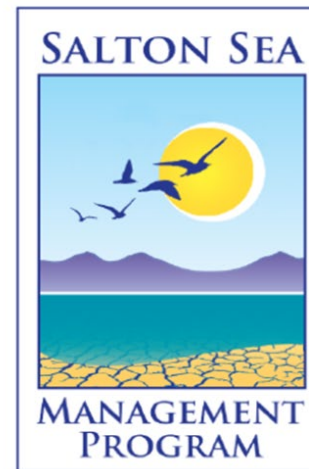
### Phase 1: 2018 – 2028

- 10-Year Plan aims to improve conditions around the Sea by constructing 30,000 acres of projects to reduce wind-blown dust from exposed lakebed and create habitat for fish and birds.

Salton Sea Management Program

Phase I: 10-Year Plan

August 2018



### Fase 1: 2018 – 2028

- El Plan de 10 Años tiene como objetivo mejorar las condiciones alrededor de Salton Sea al construir 30,000 acres de proyectos para reducir el polvo arrastrado por el viento proveniente del lecho del lago expuesto, y crear hábitats para peces y aves.

# Salton Sea Long-Range Plan

# Plan a Largo Plazo de Salton Sea

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- The Salton Sea Management Program prepared this draft Long-Range Plan (LRP or Plan) to comply with State Water Board Revised Order WR 2002-0013.
- SSMP's Phase 1: 10-Year Plan is addressing challenges happening now through 2028. The Phase 2: Long-Range Plan is intended to address challenges beyond 2028.



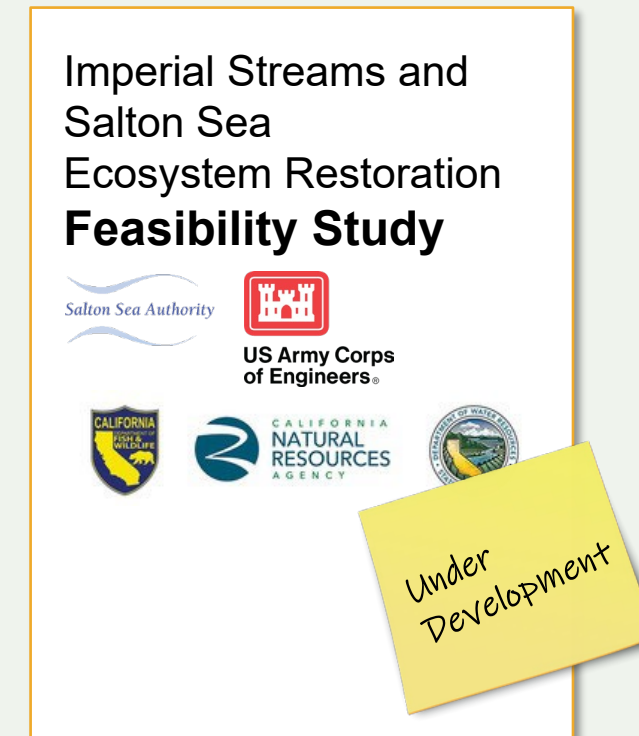
- El Programa de Gestión del Salton Sea preparó este borrador del Plan a Largo Plazo (LRP o Plan) para cumplir con la Orden Revisada WR 2002-0013 de la Junta Estatal del Agua.
- La Fase 1: El Plan de 10 años de SSMP aborda los desafíos que ocurran a partir de ahora y hasta el año 2028. La Fase 2: Plan a largo plazo pretende abordar los retos más allá del 2028.



# Imperial Streams Salton Sea Feasibility Study

# Estudio de Viabilidad de Entradas de Imperial de Salton Sea

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Draft LRP informs the development of a Feasibility Study - (Environmental Review)

El LRP informa el desarrollo de un Estudio de Viabilidad - (Revisión Ambiental)

# SSMP Projects

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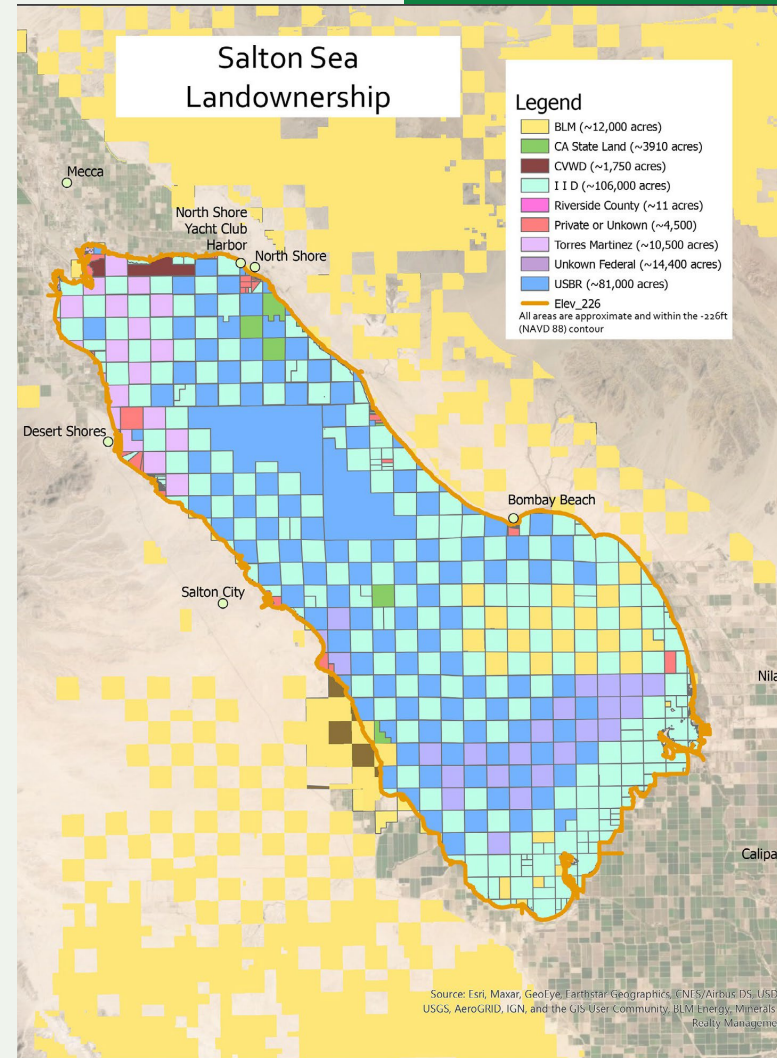
## Proyectos del SSMP

# Land Access Remains an Important Driver of Project Timelines

# El acceso a la tierra aún es importante para los plazos del proyecto

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- Collaboration with landowners is critical to land access.
- Lack of state-owned lands and the checkerboard land ownership creates some challenges
- Securing land access agreements is a key driver affecting the planning and project delivery schedule



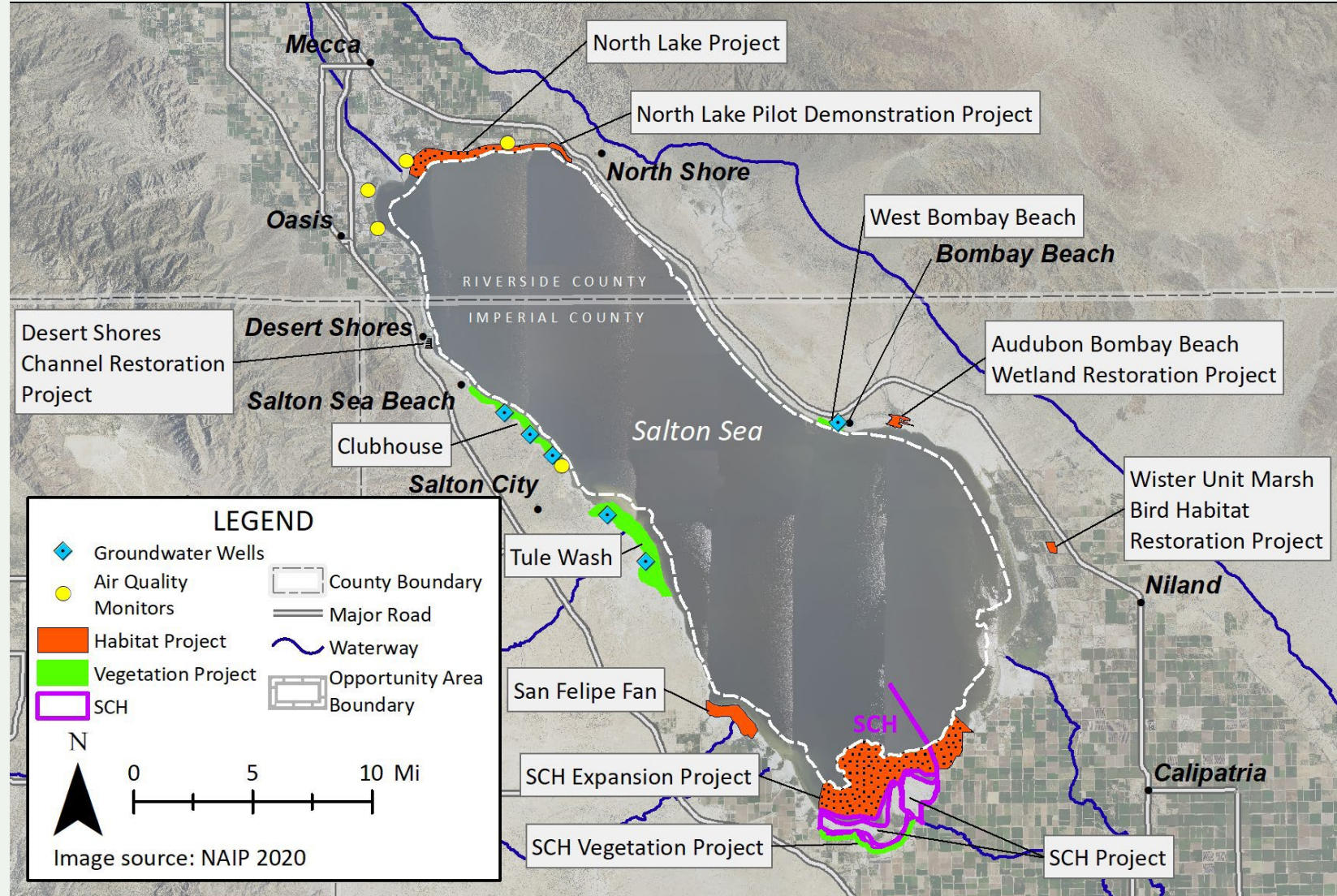
- La colaboración con propietarios es esencial para el acceso a las tierras.
- La falta de tierras estatales y el “damero” de propietarios generan varios desafíos.
- Asegurar acuerdos de acceso a la tierra es un factor clave para la planificación y el cronograma de realización del proyecto.



# Projects in progress at the Sea

# Proyectos en curso en Salton Sea

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## Species Conservation Habitat Project

(4,100 acres)

- First major habitat project of the state's 10-Year Plan.
- Improve air quality and provide critical habitat for birds and fish at the Salton Sea.
- Reduces dust emissions by covering exposed lakebed with water.

## Proyecto Hábitat de Conservación dItem 8.

### Especies (4,100 acres)

- Primer gran proyecto de hábitats del Plan a 10 años del Estado.
- Projete la calidad del aire y proporciona un hábitat crítico para aves y peces en el Salton Sea.
- Reduce las emisiones de polvo al cubrir con agua el lecho expuesto del lago.



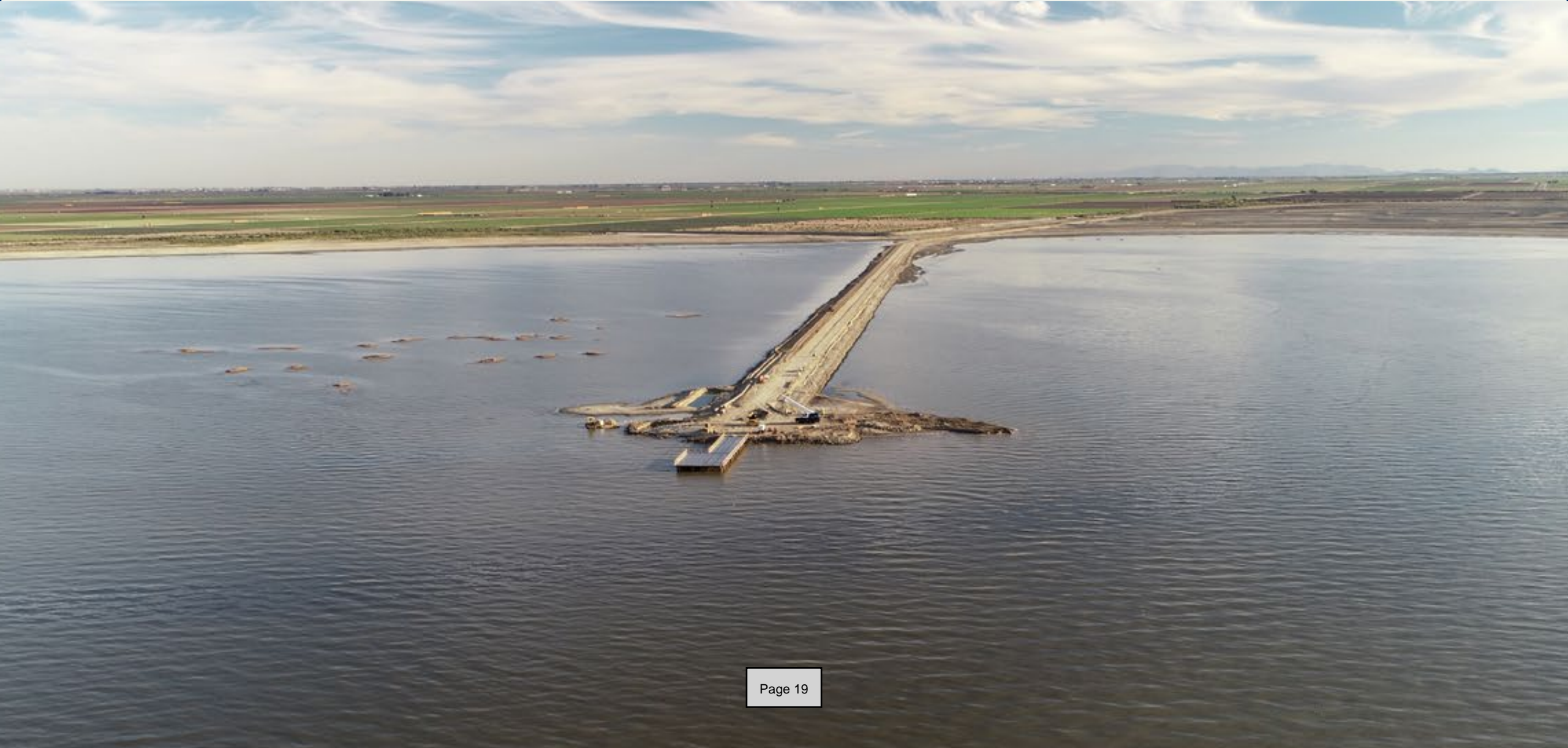


# Species Conservation Habitat Project

(4,100 acres)

# Proyecto Hábitat de Conservación d Especies (4,100 acres)

Item 8.





# Species Conservation Habitat Project (4,100 acres)

# Proyecto Hábitat de Conservación de Especies (4,100 acres)

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# Species Conservation Habitat Project (4,100 acres)

# Proyecto Hábitat de Conservación d Especies (4,100 acres)

Item 8.









# Vegetation Enhancement Projects

The goal of these projects is to suppress dust in exposed lakebed areas around the Salton Sea through native vegetation establishment and enhancement of existing vegetation stands.

Projects total ≈1,700 acres

- Clubhouse 400 acres
- Tule Wash 1,215 acres
- West Bombay Beach 90 acres

## Proyectos de Mejora de la Vegetación

El objetivo de estos proyectos es suprimir el polvo en las áreas de lecho de lago expuesto alrededor de Salton Sea a través de la plantación de vegetación nativa y la mejora de la vegetación existente.

Proyectos totales ≈1,700 acres

- Clubhouse 400 acres
- Cause Tule 1,215 acres
- West Bombay Beach 90 acres



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# Vegetation Enhancement Project Concept

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## Concepto del Proyecto de Mejora de la Vegetación





# Vegetation Enhancement Projects    Proyectos de Mejora de la Vegetación





# Vegetation Enhancement Projects

# Proyectos de Mejora de la Vegetación









# Collaborative Projects with SSMP Support

- **Audubon Bombay Beach Wetland Enhancement Project** (832 acres of aquatic)
- **North Lake Pilot Demonstration Project** (≈ 160 acres of aquatic)
- **Desert Shores Channel Restoration Project** (≈ 30 acres of aquatic)

# Proyectos cooperativos con apoyo del SSMP

Item 8.

- **Proyecto de Mejora de Humedales de Audubon Bombay Beach** (832 acres de acuático)
- **Proyecto de Demostración Piloto de North Lake** (~160 acres de acuático)
- **Proyecto de Restauración de Canales de Desert Shores** (~30 acres de acuático)

# Projects in Planning Phases

- **SCH Expansion Project**  
(≈ 3,000-5,000 acres of aquatic)
- **North Lake Project – Full Lake**  
(≈ 1,615 acres of aquatic)
- **San Felipe Fan Project** (660 acres of vegetation)
- **Wister Unit Marsh Bird Habitat Restoration Project** (≈ 150 acres of aquatic)
- **SCH Vegetation Project**  
(≈ 600 acres of vegetation)

# Proyectos en etapa de planificación

Item 8.

- **Proyecto de Expansión de SCH** (~7.000 acres de hábitat acuático)
- **Proyecto North Lake – Lago completo** (~1.615 acres de acuático)
- **Proyecto San Felipe Fan** (660 acres de vegetación)
- **Proyecto de Restauración de Hábitat para Aves de Pantano de Wister Unit** (~150 acres de acuático)
- **Proyecto de Vegetación de SCH** (~600 acres de vegetación)



# Thank You!

Learn more about multiple engagement opportunities and sign-up for updates at:



[www.salttonsea.ca.gov](http://www.salttonsea.ca.gov)



Email the SSMP team at:

[cnra-salttonsea@resources.ca.gov](mailto:cnra-salttonsea@resources.ca.gov)

## ¡Muchas Gracias!

Obtenga más información sobre las múltiples oportunidades de participación y suscríbase a las actualizaciones en:



[www.salttonsea.ca.gov](http://www.salttonsea.ca.gov)



O envíe un correo electrónico al equipo del SSMP a:

[cnra-salttonsea@resources.ca.gov](mailto:cnra-salttonsea@resources.ca.gov)

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**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Anahi Fernandez, Management Analyst

**SUBJECT:** Coachella Resident Engagement Academy Update

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the Coachella Resident Engagement Academy Update and provide staff feedback.

**BACKGROUND:**

On June 28, 2023, the City Council authorized the establishment of a Resident Engagement Academy for the City of Coachella. The academy was set to provide an interactive civic education program to Coachella residents that would develop an avenue for the City to communicate its roles and functions and increase civic engagement in the City. The goals of the academy are as follows:

1. Develop an avenue for the City to communicate its roles and functions
2. Increase civic engagement in the City
3. Provide residents with input opportunities
4. Inform residents how they can contribute to the City

**DISCUSSION/ANALYSIS:**

The Coachella Resident Engagement Academy occurred October 3 - November 21, 2023 for a span of seven (7) weeks. The City selected a total of 25 participants, and of the selected participants, 23 successfully completed the program. City staff and local partner agencies presented on the following seven (7) modules:

1. City Manager's Office and Economic Development
2. Public Works and Engineering
3. Wastewater and Water
4. Development Services
5. Finance and Public Safety
6. Community Health and Wellness
7. Community Engagement/ Graduation

City Directors, Managers, and partner agencies facilitated each module based on their discipline, which included a presentation and an interactive activity. The sessions were designed to provide an inclusive and safe learning environment.

Riverside University Health System (RUHS), Department of Public Health, assisted with evaluation services for the academy to determine the program's effectiveness in increasing civic engagement and awareness of City government. Through the survey responses, seventy percent (70%) of participants indicated that their knowledge level of the City of Coachella before participating in the academy was either very low or low. After completion of the academy, ninety percent (90%) of the participants indicated that their knowledge level of the City was either high or very high. Through the survey, ninety-four percent (94%) of participants also indicated that their likelihood of playing a volunteer role in the City after participating in the academy is very high. The responses to the survey questions demonstrate that the resident academy fulfilled its mission in educating Coachella residents about its roles and functions, while also encouraging them to be more civically engaged in the City. A more detailed table of the survey responses can be found in Attachment 3.

Participants were presented awards recognizing their outstanding leadership and dedication to the program. Academy participants were informed how they can continue being civically engaged after completion of the academy through City commissions, community events, and by being involved with local organizations. Participants were added to the City's newsletter to keep them informed of City events, and many signed up to be notified of future City events; such as the Rail Station Feasibility Advisory Commission, Library Annexation community engagement, the Rancho Las Flores Park expansion events, and updates on how to become Blue Zones ambassadors.

Staff would like to continue extending this learning opportunity to Coachella residents in the future and pursue Community Engagement Protocols envisioned in the General Plan for different types of municipal decisions so community members can easily learn about input opportunities and know how best to contribute. Other opportunities in the future for expanding the City's community engagement protocols as observed in other communities include:

- An academy participant-initiated project to be completed at the end of the Resident Engagement Academy
- Colonia Program: Neighborhood-level community engagement and community priority setting
- Community-initiated mini-grant program

Staff requests City Council feedback and direction for the continuation of the program.

#### **FISCAL IMPACT:**

The provision of meals were budgeted for each academy meeting in the Fiscal Year 23-24 budget for the Development Services Department. Stipends in \$5,750.00 were sourced from ARPA funds. Simultaneous translation services amount to \$3,200 for the program. It is anticipated that the full costs to administer a new Resident Engagement Academy class would be \$11,500.

**ATTACHMENTS:**

1. 2023 Resident Engagement Academy Class Schedule
2. Riverside University Health System (RUHS) Survey Evaluation
3. Academy Photographs

# RESIDENT ENGAGEMENT ACADEMY

## CLASS SCHEDULE

**SESSION**  
**OCT. 03, 2023**  
6:00 - 8:00 PM

**1**

**CITY MANAGER'S OFFICE & ECONOMIC DEVELOPMENT**  
GABRIEL MARTIN – CITY MANAGER  
CELINA JIMENEZ – ECONOMIC DEVELOPMENT DIRECTOR

**SESSION**  
**OCT. 10, 2023**  
6:00 - 8:00 PM

**2**

**PUBLIC WORKS & ENGINEERING**  
MARITZA MARTINEZ – PUBLIC WORKS DIRECTOR  
ANDREW SIMMONS – CITY ENGINEER

**SESSION**  
**OCT. 21, 2023**  
8:00 - 11:00 AM

**3**

**WASTEWATER & WATER**  
CASTULO ESTRADA – UTILITIES MANAGER

**SESSION**  
**OCT. 24, 2023**  
6:00 - 8:00 PM

**4**

**DEVELOPMENT SERVICES**  
GABRIEL PEREZ – DEVELOPMENT SERVICES DIRECTOR  
LIZZANDRO DIAZ – BUILDING OFFICIAL  
RENE ROSALES – CODE ENFORCEMENT MANAGER

**SESSION**  
**NOV. 07, 2023**  
6:00 - 8:00 PM

**5**

**FINANCE & PUBLIC SAFETY**  
RUBEN RAMIREZ – CONTROLLER  
BLANCA FLORES – FINANCE MANAGER  
RIVERSIDE COUNTY FIRE & POLICE DEPARTMENT

**SESSION**  
**NOV. 14, 2023**  
6:00 - 8:00 PM

**6**

**COMMUNITY HEALTH & WELLNESS**  
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC HEALTH

**SESSION**  
**NOV. 21, 2023**  
6:00 - 8:00 PM

**7**

**COMMUNITY ENGAGEMENT - GRADUATION**



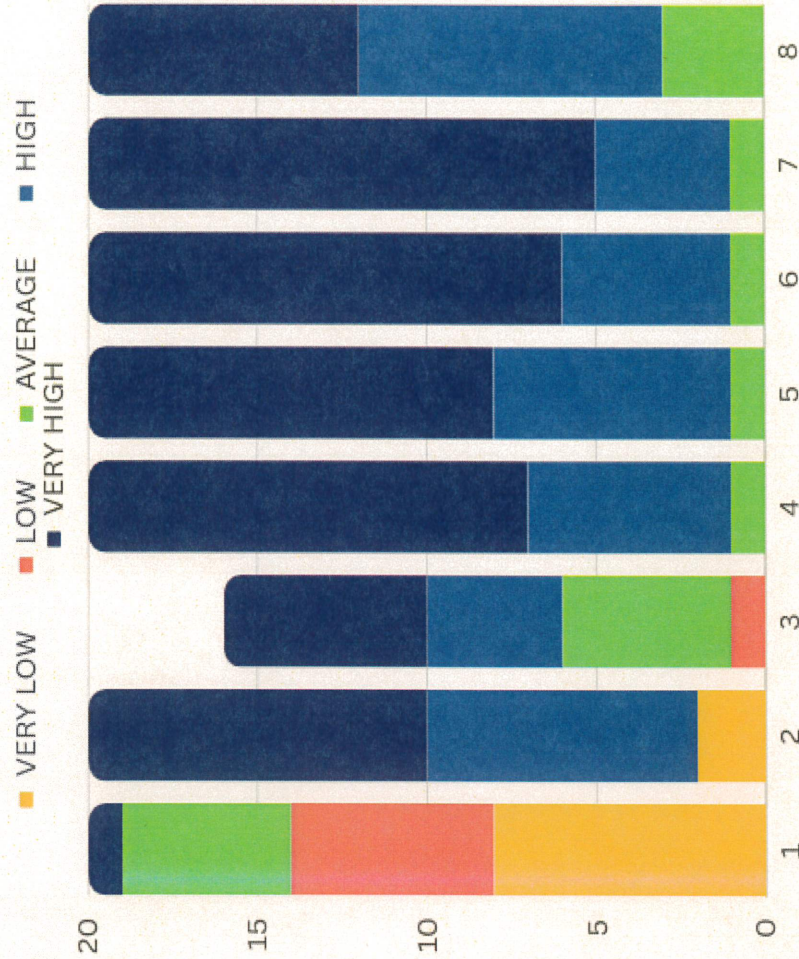
Coachella Leadership Academy Survey Summary						
Questions	Responses					
	Very Low	Low	Average	High	Very High	
<b>Experience Questions</b>						
How would you rate your knowledge level of the City of Coachella before participating in the academy?	8	6	5	-	1	
How would you rate your knowledge level of the City of Coachella <i>after</i> participating in the academy?	2	-	-	8	10	
How would you rate the application process?	-	1	5	4	6	
How would you rate the overall organization and structure of the leadership academy workshops?	-	-	1	6	13	
To what extent did the workshops meet your expectations in terms of content relevance?	-	-	1	7	12	
How would you rate your satisfaction with the variety of topics covered during the workshops?	-	-	1	5	14	
How would you rate the workshop's ability to enhance your understanding of leadership principles?	-	-	1	4	15	
How would you rate your satisfaction with the balance between theoretical concepts and practical exercises?	-	-	3	9	8	
<b>Rating Statements</b>						
The extent of the workshops to encourage networking and collaboration among participants.	-	2	1	8	9	
The level of engagement and interaction fostered during the workshop activities.	-	1	2	7	10	
The leadership academy's ability to foster a supportive and inclusive learning environment.	-	-	2	6	12	
The duration and pacing of the leadership academy workshops.	-	1	4	5	7	
The workshops' ability to provide actionable strategies for personal leadership development.	-	-	5	7	8	
The workshops' ability to encourage self-reflection on personal leadership styles.	-	-	4	7	8	
The workshops' ability to address practical applications of leadership skills in real-world scenarios.	-	-	2	10	8	
The clarity of communication and delivery by the workshops' presenters.	-	-	2	9	9	
The effectiveness of the facilitators in delivering the workshop content.	-	-	1	8	11	
The quality of materials provided, including handouts, presentations, and resources.	1	-	-	7	12	
<b>Remaining Questions</b>						
How was the workshops' ability to incorporate feedback and adapt to the needs of participants?	-	-	5	5	7	
Opportunities for Q&A and discussion during the workshops?	-	-	4	3	10	
Overall, how would you rate the impact of the leadership academy workshop on your leadership skills and knowledge about the City of Coachella's operations?	-	-	2	2	13	
What is the likelihood that you would play a volunteer role in the City of Coachella after participating in the academy?	-	-	-	2	16	
<b>Narrative Response Themes</b>						
Thank you for this opportunity						
Mini survey after class for feedback						
Flyers to advertise for upcoming events						
Make list for resources and contacts						
Should be available on zoom for broader outreach						
Food allergy options for those with dietary necessities						
Thank you for giving us a voice						



# EXPERIENCE QUESTIONS

## QUESTIONS

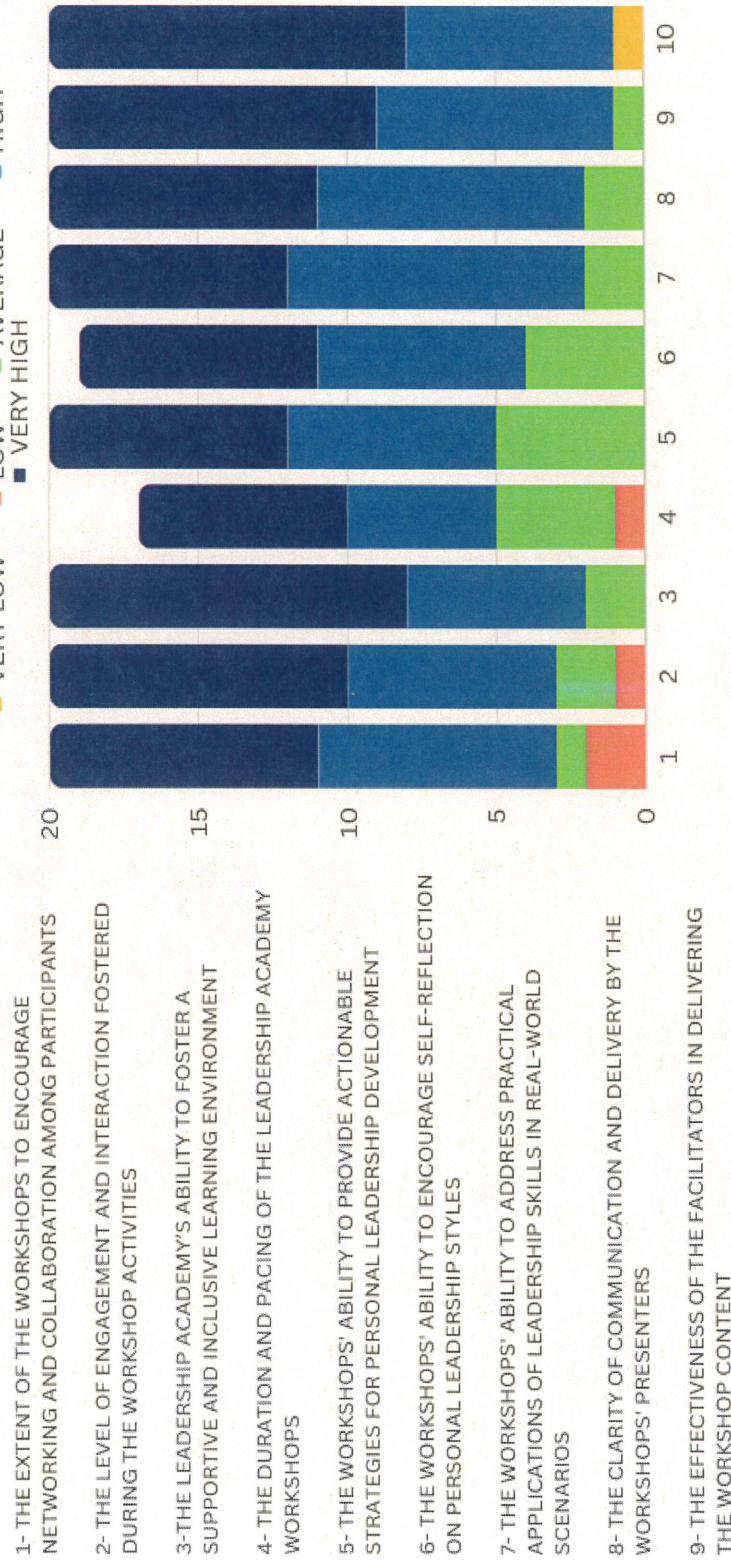
- 1-HOW WOULD YOU RATE YOUR KNOWLEDGE LEVEL OF THE CITY OF COACHELLA BEFORE PARTICIPATING IN THE ACADEMY?
- 2-HOW WOULD YOU RATE YOUR KNOWLEDGE LEVEL OF THE CITY OF COACHELLA AFTER PARTICIPATING IN THE ACADEMY?
- 3-HOW WOULD YOU RATE THE APPLICATION PROCESS?
- 4-HOW WOULD YOU RATE THE OVERALL ORGANIZATION AND STRUCTURE OF THE LEADERSHIP ACADEMY WORKSHOPS?
- 5-TO WHAT EXTENT DID THE WORKSHOPS MEET YOUR EXPECTATIONS IN TERMS OF CONTENT RELEVANCE?
- 6-HOW WOULD YOU RATE YOUR SATISFACTION WITH THE VARIETY OF TOPICS COVERED DURING THE WORKSHOPS?
- 7-HOW WOULD YOU RATE THE WORKSHOP'S ABILITY TO ENHANCE YOUR UNDERSTANDING OF LEADERSHIP PRINCIPLES?
- 8-HOW WOULD YOU RATE YOUR SATISFACTION WITH THE BALANCE BETWEEN THEORETICAL CONCEPTS AND PRACTICAL EXERCISES?





# RATING QUESTIONS

## QUESTIONS



# REMAINING QUESTIONS

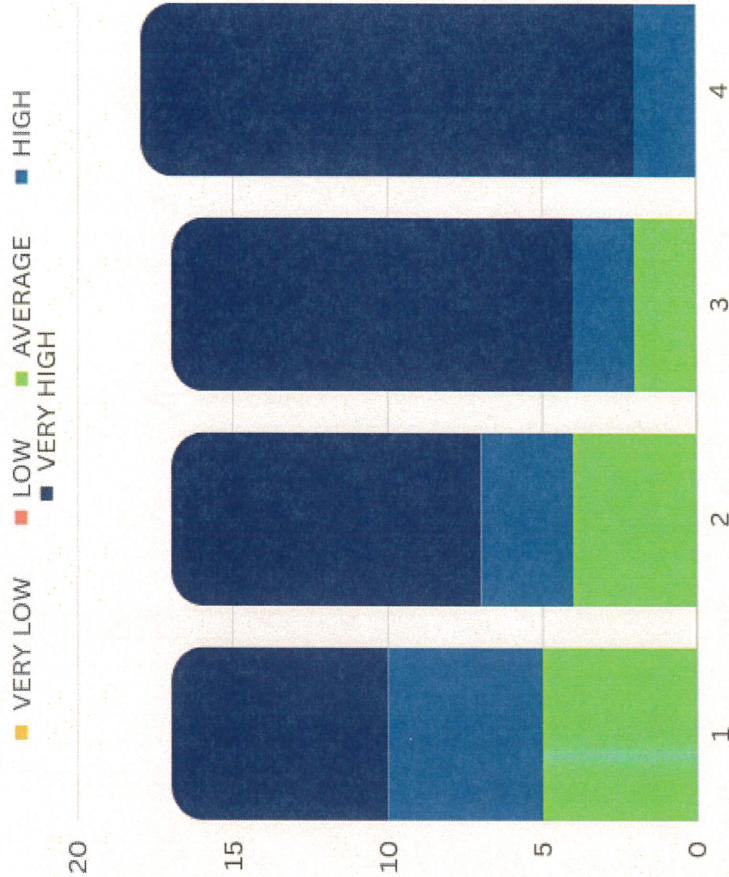
## QUESTIONS

1-HOW WAS THE WORKSHOPS' ABILITY TO INCORPORATE FEEDBACK AND ADAPT TO THE NEEDS OF PARTICIPANTS?

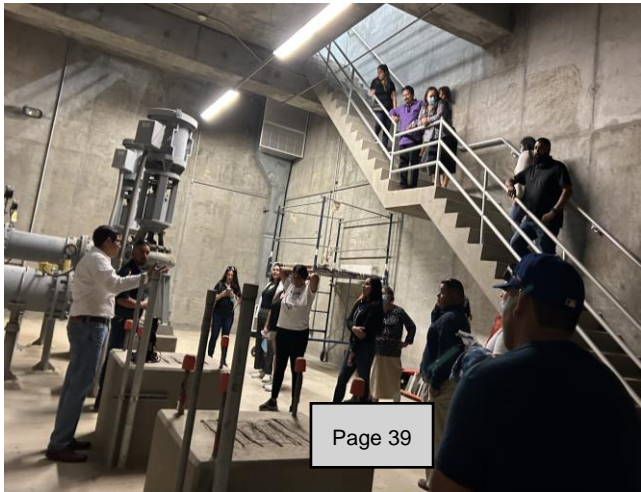
2- OPPORTUNITIES FOR Q&A AND DISCUSSION DURING THE WORKSHOPS?

3-OVERALL, HOW WOULD YOU RATE THE IMPACT OF THE LEADERSHIP ACADEMY WORKSHOP ON YOUR LEADERSHIP SKILLS AND KNOWLEDGE ABOUT THE CITY OF COACHELLA'S OPERATIONS?

4- WHAT IS THE LIKELINESS THAT YOU WOULD PLAY A VOLUNTEER ROLE IN THE CITY OF COACHELLA AFTER PARTICIPATING IN THE ACADEMY?















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

# MINUTES

OF A REGULAR MEETING  
OF THE

CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,

COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,

COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,

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

**November 08, 2023**

5:00PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><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:**

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

City Clerk Zepeda, City Treasure Aviles via Zoom

**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 Virgen

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Galarza

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

None

**ADJOURN TO CLOSED SESSION:**

Mayor Pro Tem Galarza joined Closed Session at 5:02 pm.

**1. CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: City Attorney  
Employee Organization: City Manager, Unrepresented

**2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)**

One (1) Potential Case

**3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)**



One (1) Potential Case

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956(d)(1)

Maria Guadalupe Ibarra vs. The City of Coachella  
Riverside County Superior Court, Case No. CVPS 2102983

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN No. 763-131-078  
Agency Negotiator: Gabriel Martin, City Manager  
Negotiating Parties: Industrial Way Properties  
Under Negotiation: Price and Terms of Payment

6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)

Title: City Manager  
Title: City Attorney

Direction given, no reportable action taken.

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

**PLEDGE OF ALLEGIANCE:**

The City Clerk led the pledge of allegiance.

**CLOSED SESSION ANNOUNCEMENTS:**

**PROCLAMATIONS/PRESENTATIONS:**

7. Family Court Awareness Month
8. Cash Assistance Program Quarterly Update by Mission Asset Fund
9. Senior Center Code of Conduct

**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.)

10. Regular Meeting Minutes of October 25, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
11. Special Meeting Minutes of October 25, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
12. Special Meeting Minutes of October 30, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
13. Investment Report – July 31, 2023
14. Authorization to file a Notice of Completion for Meter Exchange Project 2023
15. Authorize Execution of Amendment No. 1 Between the City of Coachella and Conserve Landcare LLC for Project No. 042623, in the Amount of \$450,000
16. Authorize Execution of Amendment No. 1 Between the City of Coachella and Yunex LLC for Project No. 093021, Increasing Compensation in the Amount of \$60,000 and Allocating \$60,000 from Undesignated General Funds to the Street Division Professional Services Account
17. Award Professional Services Agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 072023 for \$50,000.
18. Approve a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000
19. Authorize execution of Amendment No. 3 between the City of Coachella and CV Pipeline for storm drain system maintenance services, for \$150,000; increase appropriation of \$50,000 for street division storm drain professional services account.
20. Authorize execution of Amendment No. 1 between the City and BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122, increasing compensation by \$150,000.
21. Amendment #3 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the Amount of \$99,027.50 to Provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69
22. Adopt Ordinance No. 1208 (Sevilla II) approving Change of Zone No. 22-05, to Change the Existing Zone From General Neighborhood (G-N) to General Neighborhood-Planned Unit Development (GN-PUD) for a Proposal to Subdivide 39 Acres Into 204 Single Family Lots With a Minimum Lot Size of 5,000 Square Feet With Three Single Family Residential Production Model Homes With 3 Elevation Options Located



West of Van Buren Street, South of Avenue 50 and North of Avenue 51, APN #'s 779-280-002 and 779-320-001; Applicant: The Pulte Group (Second Reading)

23. Authorize Execution of Professional Services Agreement Between the City of Coachella and Urban Futures, Inc. for the Amount of \$100,000 for Financial Analysis and Budget Preparation Assistance Services

24. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of November 8, 2023, \$1,040,247.85

Motion: To approve the consent calendar items

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

25. Consideration of Conditions for Approval of an Equipment Lease/Purchase Agreement with Respect to the Acquisition, Financing and Purchase of Certain Equipment in Connection with Resolution No. 2023-72 Approved by the City Council on October 25, 2023

Motion: To approve removing the condition placed upon Resolution No. 2023-72 for financing, approve on October 25, 2023, allowing staff to execute and deliver an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp for phase of the Project

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Virgen

Approved: 3-1-1, roll call vote:

AYES: Councilmember Virgen, Councilmember Delgado, Mayor Pro Tem Galarza

NOES: Mayor Hernandez

ABSTAIN: Councilmember Figueroa

ABSENT: None

26. Approve conceptual design and appropriate \$1,000,000 to the Civic Center Pandemic Retrofit Project

Motion: To table item 26

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Galarza

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: 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.

1. David Catanzarite Executive Artistic Director of Green Room Theatre Company. They have about \$300,000 that they want the City to help them spend the bulk of it on the people of Coachella. They are looking for a performance, rehearsal and storage space in Coachella. They like their office in Coachella.

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa attended the DAP Health Equity Walk and that was fun. Attended Dia De Los Muertos on Saturday. He went to the Palm Springs Pride Parade in Palm Springs on Sunday. He is looking forward to the Veteran's Pancake Breakfast on Saturday. Because of the weather, mosquitos are going down.

Councilmember Virgen attended the State of the City and it was really great. Saturday she attended the Dia De Los Muertos and did the run. Yesterday she went with staff to the bi-annual meeting with the Augustine Tribe to give them an update on City projects and partnering. She is looking forward to Veteran's Day and Pancake event. Also that day is the Cynergy concert.

Councilmember Delgado attended the SCAG Update on Connect Southern California Transportation Plan. She attended the State of the City. This was the smoothest. She attended the Dia De Los Muertos. She requested that Raices Cultura is separated from the run so that they receive the highlights on the social media pages. She attended the Halloween Carnival and she participated as a judge. She got sponsored and will be attending the Naleo Policy Institute of Health Creating Pathways Toward Latino Wellbeing next week. The next two weeks she has the Coachella Valley Mountain Conservancy, Homelessness Committee as well as the Sunline Transit Agency meetings. She is looking forward to the Veteran's Pancake event.

Mayor Pro Tem Galarza applauded staff for all the events in October. He attended the State of the City and this was one of the most unique. He also attended the Halloween events. He also attended the meeting with



Augustine Tribe. He looks forward to upcoming events. The mural with their sister city is nearing to its end. A revealing date will be set. He had no committee meetings to report.

Mayor Hernandez participated in the State of the City and thanked everyone who was there. It's the first year that the full council participated. Everyone did a good job. The RCTC Director is resigning in May and is being replaced by Karen Hick. He requested to agendize the Economic Development Committee for a façade program targeting Avenue 52 to Sixth Street. He mentioned that the restaurants are organizing and meeting to discuss how the City's ordinance should formulate when talking about the taco vendors. Staff needs to reach out to them to get their feedback. Kudos to everyone for the State of the City and the Run With Los Muertos. Feedback from the community has been very positive. Comments were made on the condition of the streets, which are not good. They need to start working on paving the streets. Kudos to staff on the agreement with D.R. Horton to expand the lanes.

City Manager's Comments.

Reminder that the street vendor ordinance will be heard by the Planning commission on November 15. He purchased a table for the Peace Officer's Luncheon is November 15 at 11:00 am at the Agua Caliente Casino in Rancho Mirage. Reminded the Council of the Veteran's Pancake Breakfast at 9:00 am and Synergy Music event at 11:00 am at Dateland Park.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:51 p.m.

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Angela M. Zepeda  
City Clerk

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of August 31, 2023  
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2023
<b>CASH ON HAND</b>							
Wells Fargo-General Checking	N/A	7,187,505.60	(145,934.50)	-	-	-	7,041,571.10
Sweep Account	4.966%	8,833,577.57	(4,008,919.39)	-	-	-	4,824,658.18
Wells Fargo-Road Maintenance	N/A	90,907.59	80,428.78	-	-	-	171,336.37
Wells Fargo-Gas Tax	N/A	411,318.24	212,771.70	-	-	-	624,089.94
Wells Fargo- Payroll Acct	N/A	(10,571.02)	(85,842.43)	-	-	-	(96,413.45)
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
<b>Total Cash on Hand</b>		<b>16,518,737.98</b>	<b>(3,947,495.84)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,571,242.14</b>
<b>INVESTMENTS</b>							
State of California - LAIF	2.17%	18,360,373.52	-	-	-	-	18,360,373.52
Investment Management Acct	1.47%	33,408,309.22	-	104,292.82	-	-	33,512,602.04
<b>Total Investments</b>		<b>51,768,682.74</b>	<b>-</b>	<b>104,292.82</b>	<b>-</b>	<b>-</b>	<b>51,872,975.56</b>
<b>CASH WITH FISCAL AGENT</b>							
US Bank	varies	4,204,732.17	2,439,817.18	132.55	-	-	6,644,681.90 ①
Wells Fargo Bank, N.A.	5.83%	444.22	-	1.77	-	-	445.99 ②
Wilmington Trust, N. A.	0.03%	1,990,022.35	491.87	4,528.99	(209,300.00)	(610,091.69)	1,175,651.52 ③
<b>Total Cash with Fiscal Agent</b>		<b>6,195,198.74</b>	<b>2,440,309.05</b>	<b>4,663.31</b>	<b>(209,300.00)</b>	<b>(610,091.69)</b>	<b>7,820,779.41</b>
<b>Grand Total</b>		<b>74,482,619.46</b>	<b>(1,507,186.79)</b>	<b>108,956.13</b>	<b>(209,300.00)</b>	<b>(610,091.69)</b>	<b>72,264,997.11</b>

Completed By:

Lourdes Marrón-Accountant

Reviewed By:

Ruben Ramirez- Controller



**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of August 31, 2023  
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2023
<b>CASH WITH FISCAL AGENT</b>							
<b>US BANK</b>							
<b>COACHELLA FINANCING AUTHORITY</b>							
<b><u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u></b>							
A/C #: 6712104701 Debt Service Fund	0.00%	777.88	(777.88)	3.32	-	-	3.32
A/C #: 6712104702 Interest Account	0.00%	-	137,256.25	-	-	-	137,256.25
A/C #: 6712104703 Principal Account	0.00%	-	440,000.00	-	-	-	440,000.00
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
<b>COACHELLA SANITARY DISTRICT</b>							
<b><u>WASTEWATER SERIES 2015A</u></b>							
A/C #: 6712148601 Bond Fund	0.00%	1,196.99		5.12	-	-	1,202.11
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-			-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
<b><u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u></b>							
A/C #: 6711963500 Project Fund 2011	0.0100%	26,243.75	-	112.13	-	-	26,355.88

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
**As of August 31, 2023**  
**Fiscal Year 2023-2024**

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2023
<b>COACHELLA SUCCESSOR AGENCY</b>							
<b><u>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</u></b>							
A/C #: 6712071401 Interest Account	0.00%	237.35	(237.35)	1.01	-	-	1.01
A/C #: 6712071402 Interest Account	0.00%	(0.00)	41,831.25	-	-	-	41,831.25
A/C #: 6712071403 Principal Account	0.00%	-	320,000.00	-	-	-	320,000.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
<b><u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</u></b>							
A/C #: 6712160601 Debt Service	0.00%	2,003.84	(1,823.84)	8.56	-	-	188.56
A/C #: 6712160602 Interest Account	0.00%	-	353,568.75	-	-	-	353,568.75
A/C #: 6712160603 Principal Account	0.00%	-	1,150,000.00	-	-	-	1,150,000.00
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
<b><u>COACHELLA LEASE BONDS 2016</u></b>							
A/C #: 6712179801 Payment Account	0.0000%	591.32	-	2.41	-	-	593.73
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
<b>TOTAL US BANK OF CALIFORNIA</b>		<b>4,204,732.17</b>	<b>2,439,817.18</b>	<b>132.55</b>	-	-	<b>6,644,681.90</b> ①



**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
**As of August 31, 2023**  
**Fiscal Year 2023-2024**

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2023
<b>WELLS FARGO BANK, N.A.</b>							
<b><u>GAS TAX BONDS SERIES 2019</u></b>							
A/C #: 83925300 Debt Service Fund	0.0000%	418.32	-	1.67	-	-	419.99
A/C #: 83925301 Interest Account	0.0000%	7.74	-	0.03	-	-	7.77
A/C #: 83925302 Principal Account	0.0000%	18.16	-	0.07	-	-	18.23
<b>TOTAL WELLS FARGO BANK, N.A.</b>		<b>444.22</b>	<b>-</b>	<b>1.77</b>	<b>-</b>	<b>-</b>	<b>445.99</b>
<b>WILMINGTON TRUST, N. A.</b>							
<b><u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u></b>							
A/C #: 144613-000 Revenue Account	0.03%	2,603.07	-	10.87	-	-	2,613.94
A/C #: 144613-001 Interest Account	0.03%	49.98	-	0.30	-	-	50.28
A/C #: 144613-002 Principal Account	0.00%	412.38	-	1.82	-	-	414.20
<b><u>CITY OF COACHELLA 2022A BOND FUND</u></b>							
A/C #: 154278-000 Bond Fund	1.76%	5,265.36	4,861.36	41.88	-	-	10,168.60
A/C #: 154278-001 Interest Account	0.00%	95,164.58	(64.58)		(95,100.00)	-	-
A/C #: 154278-002 Principal Account	0.00%	135,091.69	-	-	-	(135,091.69)	-
A/C #: 154278-004 Project FD Account	1.76%	1,162,823.46	(4,705.09)	4,877.07	-	-	1,162,995.44
<b><u>CITY OF COACHELLA 2022B BOND FUND</u></b>							
A/C #: 155657-000 Bond Fund	1.76%	1,614.72	400.18	8.10	-	-	2,023.00
A/C #: 155657-001 Interest Account	0.00%	114,277.56	-	(77.56)	(114,200.00)	-	-
A/C #: 155657-002 Principal Account	0.00%	475,322.62	-	(322.62)	-	(475,000.00)	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
<b>TOTAL WILMINGTON TRUST BANK, N.A.</b>		<b>1,990,022.35</b>	<b>491.87</b>	<b>4,528.99</b>	<b>(209,300.00)</b>	<b>(610,091.69)</b>	<b>1,175,651.52</b>
<b>TOTAL CASH WITH FISCAL AGENT</b>		<b>6,195,198.74</b>	<b>2,440,309.05</b>	<b>4,663.31</b>	<b>(209,300.00)</b>	<b>(610,091.69)</b>	<b>7,820,779.41</b>

**Managed Account Detail of Securities Held**

For the Month Ending **August 31, 2023**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A1	10/16/20	10/21/20	150,000.00	0.81	428.63	150,000.00	148,507.80
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	270.75	194,236.37	183,764.01
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	54.00	60,180.55	57,017.52
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	81.00	90,270.83	85,526.28
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	243.78	298,074.17	280,581.29
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	2,817.50	244,790.30	236,969.64
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	163.50	50,000.00	48,322.75
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	179.85	55,032.40	53,155.03
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,392.19	140,827.03	130,478.99
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	236.90	115,000.00	110,424.61
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	23.47	50,000.00	47,513.20



## Managed Account Detail of Securities Held

For the Month Ending **August 31, 2023**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	162.00	71,640.99	65,600.78
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	3,081.32	220,000.00	211,365.66
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	62.29	24,971.18	22,833.43
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	311.46	124,948.10	114,167.12
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	398.61	200,435.32	180,612.60
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	597.92	284,924.45	270,918.90
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	645.00	337,085.94	330,273.72
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,470.17	240,838.78	233,419.68
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	4,546.11	332,790.11	324,988.65
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A2	07/11/23	07/14/23	114,828.65	4.98	743.19	114,833.25	115,219.54
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A2	07/13/23	07/17/23	136,833.30	4.64	872.44	136,787.07	135,257.71
<b>Security Type Sub-Total</b>		<b>4,747,000.00</b>					<b>4,715,770.73</b>	<b>2.49</b>	<b>26,648.93</b>	<b>4,690,918.36</b>	<b>4,514,637.89</b>

## Managed Account Detail of Securities Held

For the Month Ending **August 31, 2023**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Certificate of Deposit</b>											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	15,061.49	325,000.00	324,857.00
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	1,880.31	325,000.00	317,999.50
<b>Security Type Sub-Total</b>		<b>650,000.00</b>					<b>650,000.00</b>	<b>5.26</b>	<b>16,941.80</b>	<b>650,000.00</b>	<b>642,856.50</b>
<b>Asset-Backed Security</b>											
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	4,537.02	AAA	NR	01/14/20	01/22/20	4,536.13	1.89	3.81	4,536.79	4,527.83
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	17,566.12	NR	Aaa	02/17/21	02/24/21	17,565.79	0.27	1.32	17,565.99	17,231.26
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	21,850.12	AAA	NR	04/20/21	04/28/21	21,847.82	0.38	3.69	21,849.05	21,380.46
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	12,493.99	AAA	NR	01/20/21	01/27/21	12,491.52	0.34	1.89	12,492.83	12,163.09
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	55,899.92	AAA	Aaa	09/21/21	09/27/21	55,895.47	0.43	10.68	55,897.46	54,029.78
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	37,102.30	AAA	NR	04/13/21	04/21/21	37,094.31	0.52	8.57	37,098.22	35,934.00
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	32,101.49	AAA	NR	11/09/21	11/17/21	32,094.32	0.75	10.56	32,097.17	31,003.55
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,992.79	52,228.64
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	290.79	214,955.94	215,595.55
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,985.45	64,837.73



## Managed Account Detail of Securities Held

For the Month Ending **August 31, 2023**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	288.79	234,985.50	235,435.03
<b>Security Type Sub-Total</b>		<b>751,550.96</b>					<b>751,439.98</b>	<b>3.93</b>	<b>783.35</b>	<b>751,457.19</b>	<b>744,366.92</b>
<b>Managed Account Sub-Total</b>		<b>35,794,979.21</b>					<b>34,699,908.78</b>	<b>2.55</b>	<b>128,829.51</b>	<b>34,894,703.48</b>	<b>33,368,384.13</b>
<b>Securities Sub-Total</b>		<b>\$35,794,979.21</b>					<b>\$34,699,908.78</b>	<b>2.55%</b>	<b>\$128,829.51</b>	<b>\$34,894,703.48</b>	<b>\$33,368,384.13</b>
<b>Accrued Interest</b>											<b>\$128,829.51</b>
<b>Total Investments</b>											<b>\$33,497,213.64</b>



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Ruben Ramirez, Controller

**SUBJECT:** Investment Report – August 31, 2023

**STAFF RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

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

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended August 31, 2023. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

**FISCAL IMPACT:**

None, this report is receive and file only.



**RESOLUTION 2023-75****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA  
CALIFORNIA AUTHORIZING STATE OF CALIFORNIA CANNABIS EQUITY ACT  
GRANT FUNDING**

The City Council of the City of Coachella finds:

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

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

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

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

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

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

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of December, 2023.

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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. 2023-75 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of December, 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Delia Granados  
Deputy City Clerk





**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Celina Jimenez, Director of Economic Development

**SUBJECT:** Adopt Resolution No. 2023-75 Authorizing State of California Cannabis Equity Act Grant Funding

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider adopting Resolution No. 2023-75 authorizing the City Manager to execute any and all necessary documentation, including a standard agreement to accept the Office of the Governor’s Business and Economic Development’s (Go-Biz) Equity Grant for Local Jurisdictions in the amount of \$500,000.

**BACKGROUND:**

On November 8, 2016, California voters approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). In its statement of purpose and intent, AUMA calls for regulating cannabis in a way that “reduces barriers to entry into the legal, regulated market.”

Cannabis prohibition and criminalization had a devastating impact on populations and communities across California. Individuals convicted of a cannabis offense and their families suffer the long-term consequences of prohibition and criminalization. These individuals have a more difficult time entering the newly created adult-use cannabis industry due, in part, to a lack of access to capital, business space, technical support, and regulatory compliance assistance.

During the era of cannabis prohibition in California, the burdens of arrest, convictions, and long-term collateral consequences arising from a conviction fell disproportionately on African American/Black and Latinx/Hispanic people, even though people of all races used and sold cannabis at nearly identical rates. The California Department of Justice data shows that from 2006 – 2015, inclusive, African American/Black Californians were two times more likely to be arrested for cannabis misdemeanors and five times more likely to be arrested for cannabis felonies than Caucasian/White Californians. During the same period, Latinx/Hispanic Californians were 35 percent more likely to be arrested for cannabis crimes than Caucasian/White Californians. The collateral consequences associated with cannabis law violations, coupled with generational poverty and lack of access to resources, make it extraordinarily difficult for persons with convictions to enter the newly regulated industry.

GO-Biz administers the Cannabis Equity Grants Program for Local Jurisdictions to aid local equity

program efforts to support equity applicants and equity licensees. Offering technical support, regulatory compliance assistance, and assistance with securing the capital necessary to begin a business will further the stated intent of the AUMA by reducing barriers to licensure and employment in the regulated industry. Offering these types of support will also aid the state in its goal of eliminating or reducing the illicit cannabis market by bringing more people into the legal marketplace.

#### **DISCUSSION/ANALYSIS:**

The purpose of the Cannabis Equity Grants Program for Local Jurisdictions is to advance economic justice for populations and communities harmed by cannabis prohibition and the War on Drugs (WoD) by providing support to local jurisdictions as they promote equity and eliminate barriers to enter the newly regulated cannabis industry for equity program applicants and licensees. By issuing these grants to local jurisdictions, GO-Biz aims to advance the well-being of populations and communities that have been negatively or disproportionately impacted by cannabis prohibition and the WoD.

The term “equity” recognizes that because different individuals or groups have different histories and circumstances, they have different needs and unequal starting points. Using an equity approach, individuals and groups receive different resources, opportunities, support, or treatment based on their specific needs. By providing what each individual or group needs, they can have equitable or fair outcomes. Therefore, cannabis equity programs should be distinct from other types of assistance programs by their focus and intentionality in understanding the specific systemic barriers and injustices different individuals or groups face when trying to access opportunity in the cannabis marketplace.

The City of Coachella is furthering the purpose and intent of the AUMA by fostering equitable access to licensure and business ownership in the regulated cannabis industry, ensuring that persons most harmed and economically disadvantaged by cannabis criminalization are offered assistance, and priority licensing when possible, to enter the multibillion-dollar cannabis industry as entrepreneurs. The City’s application will request \$500,000 (no match requirement) to assist the jurisdiction’s equity applicants and equity licensees to gain entry to, and to successfully operate in, the state’s regulated cannabis marketplace and also assist with startup and ongoing costs.

#### **ALTERNATIVES:**

1. Adopt Resolution No. 2023-75 Authorizing State of California Cannabis Equity Act Grant Funding
2. Not Adopt Resolution No. 2023-75 Authorizing State of California Cannabis Equity Act Grant Funding

**FISCAL IMPACT:**

According to Go-Biz grant guidelines, up to 10% of the grant funds may be allocated to cover the cost of setting up and managing the grant program and direct technical assistance. For that reason, the cost to the City to implement the grant program will be negligible.

**ATTACHMENT:**

Resolution No. 2023-75



File No.: 4.CO.28-23

**SUPPLEMENTAL AGREEMENT FOR THE USE OF  
2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the **CITY OF COACHELLA**, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated December 2, 2020 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated December 2, 2020, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated **\$267,405** in CDBG Entitlement funds for the 2023-2024 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **\$267,405** CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

**A) 4.CO.28-23 City of Coachella Home Enhancement Program, \$267,405.**

3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Project(s) shall be for a period of one (1) year from July 1, 2023, to termination on June 30, 2024.

4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the

time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times of performance for other activities may also be extended in writing by COUNTY. If substantial progress toward completion in conformance with the completion schedule, as determined by COUNTY in its discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in the section titled "Termination," and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY after appropriate notice is provided to the City.

6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to proceed.

7. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>CITY</u>
Heidi Marshall, Director	Gabriel Martin PhD, City Manager
Riverside County HWS	City of Coachella
P.O. Box 1528	53990 Enterprise Way
Riverside, CA 92502	Coachella, CA 92236

1           8.     DISBURSEMENT OF FUNDS.

2           A.     COUNTY's Board of Supervisors shall determine the final disposition and  
3 distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this  
4 Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions,  
5 shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A. It is the  
6 CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, and to ensure  
7 compliance with applicable federal regulations and the terms of this Supplemental Agreement.

8           B.     CITY shall comply with timely drawdown of CDBG Entitlement funding by  
9 expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY  
10 acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program  
11 drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2024, exceeds one  
12 hundred and seventy-five percent (175%) of the CITY's 2023-2024 CDBG allocation, the COUNTY  
13 may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund  
14 balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund  
15 balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute  
16 discretion, authorize CITY in writing, prior to January 31, 2024, to exceed the CDBG fund balance  
17 requirement.

18           C.     CITY shall comply with timely drawdown of CDBG funds by submitting monthly  
19 requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements  
20 of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY  
21 has received the CITY's reimbursement request including documentation supporting expenditures.

22           D.     All authorized obligations incurred in the performance of the Supplemental  
23 Agreement for projects eligible under the following CDBG regulations must be reported in writing to  
24 COUNTY no later than June 1, 2024:

- 25                   1.     Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 26                   2.     Clearance Activities [24 CFR 570.201 (d)]
- 27                   3.     Interim Assistance [24 CFR 570.201 (f)]
- 28                   4.     Code Enforcement [24 CFR 570.202 (c)]

All public service activities [24 CFR 570.201 (e)] and other eligible activities under this



Supplemental Agreement must be implemented, completed, and obligations reported in writing to the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9. RECORDS AND INSPECTIONS.

A. CITY shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

- i. if any litigation, claim, or audit is started prior to the expiration of the four (4) year period;
- ii. when the CITY is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;
- iii. records for real property and equipment acquired with CDBG funds must be retained for four (4) years after final disposition;
- iv. when the records are transferred by the CITY to the COUNTY, HUD, or other Federal agency, the four (4) year period is not applicable.

B. CITY shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements, but records must be available for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds

received as set forth in Exhibit(s) A attached hereto.

D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized representative, for the examination and copying, all of its records and other materials with respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose of interview and discussion related to the records and documents.

E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said program income shall be used only for the activities that are the subject of this Agreement. Further, all provisions of this Agreement shall apply to such activities.

F. The CITY shall ensure that at least fifty-one percent (51%) of the persons benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines. The CITY shall provide the required income certification and direct benefit documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required income certification and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto.

10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and local laws, regulations, and ordinances and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference, pertaining to inherently religious activities. Further, CITY must comply with the requirements of the

1 Build America, Buy America (“BABA”) Act, 41 USC 8301 note, and all applicable rules and notices,  
 2 as may be amended, if applicable to the CITY’s infrastructure project. Pursuant to HUD’s Notice,  
 3 “*Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America*  
 4 *Provisions as Applied to Recipients of HUD Federal Assistance*”(88 FR 17001), any funds obligated by  
 5 HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless expected  
 6 by a waiver. Finally, CITY shall comply with the Additional Federal Requirements, if applicable,  
 7 attached hereto as Exhibit “AFR”, and incorporated herein by this reference.

8 11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with  
 9 COUNTY in undertaking essential community development and housing assistance activities,  
 10 specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing  
 11 and undertaking the goals and strategies identified in the 2019-2024 Five Year Consolidated Plan,  
 12 pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant  
 13 Program.

14 12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA  
 15 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY  
 16 is designated as the lead agency for the projects that are the subject matter of this Supplemental  
 17 Agreement.

18 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of  
 19 Section 895.2 of the California Government Code imposing certain tort liability jointly upon public  
 20 entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the  
 21 Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code,  
 22 agree that each Party shall be liable for any damages including, but not limited to, claims, demands,  
 23 losses, liabilities, costs and expenses including reasonable attorneys’ fees, resulting from the negligent  
 24 or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and  
 25 each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands,  
 26 damages, losses or liabilities for their negligence.

27 The hold harmless and indemnification obligations set forth herein shall survive the termination  
 28 and expiration of this Agreement. In the event there is conflict between this clause and California Civil



Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds

a. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

b.1. If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

c. Vehicle Liability:

1 If vehicles or mobile equipment are used in the performance of the obligations under this  
2 Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so  
3 used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance  
4 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
5 times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

6 d. General Insurance Provisions - All lines:

7 (i). Any insurance carrier providing insurance coverage hereunder shall be  
8 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless  
9 such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only  
11 for one policy term.

12 (ii). The CITY must declare its insurance self-insured retentions. If such self-  
13 insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent  
14 of the County Risk Manager before the commencement of operations under this Agreement. Upon  
15 notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's  
16 Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects  
17 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
18 investigations, claims administration, and defense costs and expenses.

19 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of  
20 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original  
21 copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in  
22 writing by the County Risk Manager, provide original Certified copies of policies including all  
23 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,  
24 said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that  
25 thirty (30) days written notice shall be given to the County of Riverside prior to any material  
26 modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a  
27 material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
28

1 forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed  
2 original Certificate of Insurance and original copies of endorsements or certified original policies,  
3 including all endorsements and attachments thereto evidencing coverage's set forth herein and the  
4 insurance required herein is in full force and effect. CITY shall not commence operations until the  
5 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of  
6 endorsements and if requested, certified original policies of insurance including all endorsements and  
7 any and all other attachments as required in this Section. An individual authorized by the insurance  
8 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
9 Insurance.

10 (iv). It is understood and agreed to by the parties hereto that the CITY'S  
11 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles  
12 and/or self-insured retention's or self-insured programs shall not be construed as contributory.

13 (v). If, during the term of this Agreement or any extension thereof, there is a  
14 material change in the scope of services; or, there is a material change in the equipment to be used in the  
15 performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds  
16 five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this  
17 Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if;  
18 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY  
19 has become inadequate.

20 (vi). CITY shall pass down the insurance obligations contained herein to all  
21 tiers of subcontractors working under this Agreement.

22 (vii). The insurance requirements contained in this Agreement may be met with  
23 a program(s) of self-insurance acceptable to the COUNTY.

24 (viii). CITY agrees to notify COUNTY of any claim by a third party or any  
25 incident or event that may give rise to a claim arising from the performance of this Agreement.

26 15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this  
27 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the  
28 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and



1 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are  
2 entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits,  
3 and injury leave or other leave benefits. There shall be no employer-employee relationship between the  
4 parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made  
5 against the COUNTY based upon any contention by a third party that an employer-employee relationship  
6 exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that  
7 the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the  
8 COUNTY merely as to the results to be accomplished and not as to the means and methods for  
9 accomplishing the results.

10 16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602  
11 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall  
12 on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status  
13 be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any  
14 program or activity funded in whole or in part with Community Development funds.

15 CITY shall abide by and include in any subcontracts to perform work under this Supplemental  
16 Agreement, the following clause:

17 "During the performance of this Supplemental Agreement, CITY and its subcontractors shall not  
18 unlawfully discriminate against any employee or applicant for employment because of race,  
19 religion, color, national origin, ancestry, physical disability, medical condition, marital status,  
20 veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and  
21 subcontractors shall insure that the evaluation and treatment of their employees and applicants  
22 for employment are free of such discrimination. CITY and subcontractors shall comply with the  
23 provisions of the Fair Employment and Housing Act (California Government Code Section  
24 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission  
25 are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of  
26 Division 4.1 of Title 2 of the California Administrative Code are incorporated into this  
27 Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors  
28 shall give written notice of their obligations under this clause to labor organizations with which  
they have a collective bargaining or other agreement."

1           17.     PROHIBITION AGAINST CONFLICTS OF INTEREST

2           A.     CITY and its assigns, employees, agents, consultants, officers and elected and  
3 appointed officials shall become familiar with and shall comply with the Uniform Administrative  
4 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the  
5 CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

6           B.     The Subrecipient shall maintain a written code or standards of conduct that shall  
7 govern the performance of its officers, employees or agents engaged in the award and administration of  
8 contracts supported by Federal funds.

9           C.     No employee, officer or agent of the Subrecipient shall participate in the  
10 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of  
11 interest, real or apparent, would be involved.

12          D.     No covered persons who exercise or have exercised any functions or  
13 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a  
14 decision-making process or gain inside information with regard to such activities, may obtain a financial  
15 interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect  
16 to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either  
17 for themselves or those with whom they have business or immediate family ties, during their tenure or  
18 for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any  
19 person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the  
20 Subrecipient, or any designated public agency.

21          E.     CITY understands and agrees that no waiver of exception can be granted to the  
22 prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR  
23 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine  
24 whether such request is appropriate for submission to HUD in the COUNTY’S sole and absolute  
25 discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will  
26 consider the factors listed in 24 CFR 570.611(d)(2).

27          F.     Prior to the distribution of any CDBG funding under this Supplemental  
28 Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants,  
officers and elected and appointed officials who are in a position to participate in a decision making

process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.

G. Any violation of this Section 17 shall be deemed a material breach of this Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. TERMINATION.

A. CITY. CITY may not terminate this Agreement except upon express written consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY



1 may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of  
2 action being taken and the reason for such action including, but not limited to, the following reasons:

3 (1) In the event CITY fails to perform the covenants herein contained at such  
4 times and in such manner as provided in this Supplemental Agreement; and

5 (2) In the event there is a conflict with any federal, state or local law,  
6 ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement invalid or  
7 untenable; or

8 (3) In the event the funding from the Department of Housing and Urban  
9 Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

10 C. This Agreement may be terminated and/or funding suspended, in whole or in part,  
11 for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit  
12 Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure of the CITY to  
13 materially comply with either the terms or conditions of this Agreement. Upon suspension of funding,  
14 the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict from which  
15 the COUNTY has determined that suspension of funds is necessary. CITY acknowledges that failure to  
16 comply with Federal statutes, regulations, or the terms and conditions of this Agreement may be  
17 considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications submitted  
18 by CITY.

19 D. Upon suspension or termination of this Supplemental Agreement, CITY shall  
20 return any unencumbered funds which it has been provided by COUNTY. In accepting said funds,  
21 COUNTY does not waive any claim or cause of action it may have against CITY for breach of this  
22 Supplemental Agreement.

23 E. Reversion of Assets

24 1. Upon expiration or termination of this Supplemental Agreement, the  
25 CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the  
26 Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the  
27 use of CDBG funds awarded pursuant to this Supplemental Agreement.

28 2. Any real property under the CITY'S control that was acquired or improved  
in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a

loan) in excess of \$25,000 is either:

(i) Used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Clause (i) above, in which event the CITY shall pay the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of Housing, and Workforce Solutions, and the Community Development Block Grant Program in making the project possible.

21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Supplemental Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit(s)A, attached hereto. Quarterly reports shall be due on the last day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to, the following data elements:

A. Title of program, listing of components, description of activities/operations.

B. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.

C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208 (a)(2)(i), CITY will report the following:

1) Total number of direct beneficiaries (clientele served) with household incomes at:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)

- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:

- A. Construction of public facilities (project plans and specifications);
- B. Acquisition of real property;
- C. Historic Preservation;
- D. Relocation; and
- F. Economic Development

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment regarding such matters, and any review,

1 inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by  
2 the COUNTY in connection with such matter is for the public purpose of assisting with a community  
3 development and housing activity pursuant to the Act, and neither CITY (except for the purposes set  
4 forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be  
5 responsible for any of the work of construction, improvement, or development of the property.

6 It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local  
7 jurisdiction land use requirements will permit development of the property and construction of the  
8 improvements and the use, operation, and maintenance of such Improvements in accordance with the  
9 provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any  
10 local jurisdiction or County permit or other local jurisdiction or County approval necessary for the  
11 development of the Property, or waive any applicable local jurisdiction or County requirements  
12 relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede,  
13 nullify, or amend any condition which may be imposed by the local jurisdiction in connection with  
14 approval of the development described herein, (c) guarantee to CITY or any other party any profits  
15 from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or  
16 rules.

17  
18 24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain  
19 COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real  
20 property acquisition activities.

21 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH  
22 CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or  
23 to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost  
24 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National  
25 Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality  
26 Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property  
27 Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five  
28 Year Consolidated Plan. In addition, the following is to occur:



1 a. Title to the real property shall vest in CITY;

2 b. The real property will be held by CITY, or the constructed facility will be  
3 maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded  
4 activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual  
5 Performance and Evaluation Report (CAPER);

6 c. While held by CITY, the real property or the constructed facility is to be used  
7 exclusively for the purposes for which acquisition or construction was originally approved by  
8 COUNTY;

9 d. Written approval from COUNTY must be secured if the property or the facility is  
10 to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan or the  
11 applicable federal regulations governing CDBG funds;

12 e. Should CITY desire to use the real property or the constructed facility, prior to  
13 the completion of the mandatory five-year period, for a purpose not consistent with applicable federal  
14 regulations governing CDBG funds or to sell the real property or facility, then:

15 (1) If CITY desires to retain title, CITY will reimburse COUNTY the amount  
16 that represents the percentage of current fair market value that is identical to the percentage that CDBG  
17 funds initially comprised of monies paid to acquire the property or construct the facility; or

18 (2) If CITY sells the property or facility or is required to sell the property or  
19 facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds  
20 realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies  
21 paid to acquire the property or construct the facility. This percentage amount will be calculated after  
22 deducting all actual and reasonable cost of sale from the sale proceeds.

23  
24 26. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or  
25 exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject  
26 matter and supersedes all prior and contemporaneous representations, proposals, discussions and  
27 communications, whether oral or in writing. No oral understanding or agreement not incorporated herein  
28 shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is  
incorporated herein by this reference.

1           27.   SEVERABILITY. Each section, paragraph and provision of this Supplemental  
2 Agreement is severable from each other provision, and if any provision or part thereof is declared invalid,  
3 the remaining provisions shall remain in full force and effect.

4           28.   EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to  
5 notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in  
6 writing, the Riverside County Workforce Development Center of any and all job openings that are caused  
7 by the CDBG-funded Projects under this Supplemental Agreement.

8           29.   MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s)  
9 are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms,  
10 provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by  
11 COUNTY.

12           30.   PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability  
13 for any later determination by the United States Government, the U.S. Department of Housing and Urban  
14 Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to  
15 receive CDBG entitlement funds from the COUNTY.

16           31.   SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this  
17 Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant  
18 Award Number is B-23-UC-06-0506.

19           32.   ASSIGNMENT. The CITY shall not make any assignment or transfer in any form with  
20 respect to this Supplemental Agreement, without prior written approval of the COUNTY.

21           33.   INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement and any  
22 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State  
23 of California. This Supplemental Agreement shall be construed as a whole according to its fair language  
24 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of  
25 construction to the effect that ambiguities are to be resolved against the drafting party shall not be  
26 employed in interpreting this Supplemental Agreement, all parties having been represented by counsel  
27 in the negotiation and preparation hereof.

28           34.   WAIVER. Failure by a party to insist upon the strict performance of any of the  
provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

35. JURISDICTION AND VENUE: Any action at law or in equity arising under this Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Supplemental Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.

37. AUTHORITY TO EXECUTE. The persons executing this Supplemental Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and represent that they have the authority to execute this Supplemental Agreement and warrant and represent that they have the authority to bind the respective parties to this Supplemental Agreement to the performance of its obligations hereunder.

38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.

39. COUNTERPARTS. This Supplemental Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

40. FORCE MAJEURE.

A. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor

1 or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or  
2 any causes beyond the control or without the fault of the party claiming an extension of time to perform.

3 B. An extension of time for any such cause (a "Force Majeure Delay") shall be for  
4 the period of the enforced delay and shall commence to run from the time of the commencement of the  
5 cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar  
6 days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the  
7 foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay  
8 and interference delivers to the other party written notice describing the event, its cause, when and how  
9 such party obtained knowledge, the date the event commenced, and the estimated delay resulting  
10 therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30)  
11 calendar days after it obtains knowledge of the event.

12 41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified  
13 or amended only by a writing signed by the duly authorized and empowered representative of COUNTY  
14 and CITY respectively.

15 42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic  
16 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic  
17 Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the  
18 electronic signatures of the parties included in this Agreement are intended to authenticate this writing  
19 and to have the same force and effect as manual signatures. Electronic signature means an electronic  
20 sound, symbol, or process attached to or logically associated with an electronic record and executed or  
21 adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from  
22 time to time. Digital signature means an electronic identifier, created by computer, intended by the party  
23 using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied  
24 upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature"  
25 as defined in subdivision (i) of Section 1633.2 of the Civil Code.  
26

27 [Remainder of Page Intentionally Blank]

28 [Signatures on Following Page]



IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the  
 dates set forth below.

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

CITY OF COACHELLA,  
 a General law City

BY: \_\_\_\_\_  
 Michael Walsh,  
 Deputy Director

BY: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN

COUNTY COUNSEL

By: \_\_\_\_\_  
 Paula S. Salcido,  
 Deputy County Counsel

BY: \_\_\_\_\_  
 City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
 City Attorney

**EXHIBIT "R"****24 C.F.R. § 5.109****Equal participation of faith-based organizations in  
HUD programs and activities.****Effective: May 4, 2016****(a) Purpose.**

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled “Equal Protection of the Laws for Faith-Based and Community Organizations,” as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled “Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations,” and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled “Establishment of a White House Faith and Opportunity Initiative,” this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD’s Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

**b) Definitions. The following definitions apply to this section:**

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is [available](#) to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

**(c) Equal participation of faith-based organizations in HUD programs and activities.**

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA ([42 U.S.C. 2000bb](#) through [2000bb-4](#)) or the Religion Clauses of the [First Amendment](#) to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) In addition, decisions about awards of [Federal financial assistance](#) must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Nondiscrimination requirements.

Any organization that receives [Federal financial assistance](#) under a [HUD](#) program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in [HUD](#) programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering [Federal financial assistance](#) from [HUD](#) shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in [HUD](#) programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration [Act](#), and other applicable requirements governing the conduct of [HUD](#)-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering financial assistance from [HUD](#) shall disqualify otherwise eligible faith-based organizations from participating in [HUD](#)'s programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 ([42 U.S.C. 2000e-1](#)), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However,



acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) Tax exempt organizations.

In general, [HUD](#) does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the [Internal Revenue Code](#) to be eligible for funding under [HUD](#) programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly [state](#) the statutory authority for requiring such status. [Applicants](#) should consult with the appropriate [HUD](#) program office to determine the scope of any applicable requirements. In [HUD](#) programs in which an [applicant](#) must show that it is a nonprofit organization but this is not statutorily defined, the [applicant](#) may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the [applicant](#) as an organization to which contributions are tax deductible under section 501(c)(3) of the [Internal Revenue Code](#);
- (2) A statement from a [State](#) or other governmental taxing body or the [State secretary](#) of [State](#) certifying that -
  - (i) The organization is a nonprofit organization operating within the [State](#); and
  - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the [applicant](#)'s certificate of incorporation or similar document that clearly establishes the nonprofit status of the [applicant](#);
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) Rule of construction.

Neither [HUD](#) nor any recipient or other [intermediary](#) receiving funds under any [HUD](#) program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations [affiliated](#) with historic or well-established religions or sects in comparison with other religions or sects.

**Credits**

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016; 85 FR 82315, Dec 17, 2020]

SOURCE: [61 FR 5202](#), Feb. 9, 1996; [61 FR 9041](#), March 6, 1996; [61 FR 9537](#), March 8, 1996; [61 FR 11113](#), March 18, 1996; [61 FR 13616](#), March 27, 1996; [61 FR 54498](#), Oct. 18, 1996; [70 FR 77743](#), Dec. 30, 2005; [73 FR 72340](#), Nov. 28, 2008; [75 FR 66258](#), Oct. 27, 2010; [77 FR 5674](#), Feb. 3, 2012; [80 FR 42352](#), July 16, 2015; [81 FR 19416](#), April 4, 2016; [81 FR 80798](#), Nov. 16, 2016; [81 FR 90657](#), Dec. 14, 2016, unless otherwise noted.

AUTHORITY: [12 U.S.C. 1701x](#); [42 U.S.C. 1437a](#), [1437c](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#); Sec. 327, [Pub.L. 109–115](#), [119 Stat. 2936](#); Sec. 607, [Pub.L. 109–162](#), [119 Stat. 3051](#) ([42 U.S.C. 14043e et seq.](#)); [E.O. 13279](#), [67 FR 77141](#), [3 CFR](#), 2002 Comp., p. 258; and [E.O. 13559](#), [75 FR 71319](#), [3 CFR](#), 2010 Comp., p. 273.; [29 U.S.C. 794](#), [42 U.S.C. 1437a](#), [1437c](#), [1437c–1\(d\)](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#), and Sec. 327, [Pub.L. 109–115](#), [119 Stat. 2936](#); [42 U.S.C. 3600–3620](#); [42 U.S.C. 5304\(b\)](#); [42 U.S.C. 12101 et seq.](#); [42 U.S.C. 12704–12708](#); [E.O. 11063](#), [27 FR 11527](#), [3 CFR](#), 1958–1963 Comp., p. 652; [E.O. 12892](#), [59 FR 2939](#), [3 CFR](#), 1994 Comp., p. 849.

**EXHIBIT "S"**

Page 1 of 2

**Economic Opportunities for Low- and Very Low-Income Persons  
CONTRACT REQUIREMENTS  
24 CFR Part 75****RIVERSIDE COUNTY****Section 75.1 Purpose**

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

**Section 75.3 Applicability**

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

**(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.**

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

#### **Section 75. 5 Definitions.**

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

***1937 Act*** means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

***Contractor*** means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

***Labor hours*** means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

***Low-income person*** means a person as defined in Section 3(b)(2) of the 1937 Act.

***Material supply contracts*** means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

***Professional services*** means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial



consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

**Public housing financial assistance** means assistance as defined in §75.3(a)(1).

**Public housing project** is defined in 24 CFR 905.108.

**Recipient** means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

**Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 business concern** means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

**Section 3 project** means a project defined in §75.3(a)(2).

**Section 3 worker** means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

**Section 8-assisted housing** refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

**Service area or the neighborhood of the project** means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

**Small PHA** means a public housing authority that manages or operates fewer than 250 public housing units.

**Subcontractor** means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

**Subrecipient** has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

**Targeted Section 3 worker** has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

**Very low-income person** means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

**YouthBuild programs** refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

## **Subpart C—Additional Provisions for Housing and Community Development Financial Assistance**

### **§75.19 Requirements.**

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

#### **§75.21 Targeted Section 3 worker for housing and community development financial assistance.**

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

#### **§75.23 Section 3 safe harbor.**

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

#### **§75.25 Reporting.**

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the



total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

#### **§75.27 Contract provisions.**

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

### **Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance**

#### **§75.29 Multiple funding sources.**

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

### **§75.31 Recordkeeping.**

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

1 (D) A worker's certification that the worker is a YouthBuild participant.

2 (ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

3 (A) An employer's confirmation that a worker's residence is within one mile of the work site or, if  
4 fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site  
5 that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

6 (B) An employer's certification that the worker is employed by a Section 3 business concern; or

7 (C) A worker's self-certification that the worker is a YouthBuild participant.

8 (c) The documentation described in paragraph (b) of this section must be maintained for the time  
9 period required for record retentions in accordance with applicable program regulations or, in the  
10 absence of applicable program regulations, in accordance with 2 CFR part 200.

11 (d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five  
12 years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

### 12 **§75.33 Compliance.**

13 (a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating  
14 compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

15 (b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the  
16 HUD program office responsible for the public housing financial assistance or the Section 3 project, or  
17 to the local HUD field office.

18 (c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD  
19 program office will determine appropriate methods by which to oversee Section 3 compliance. HUD  
20 may impose appropriate remedies and sanctions in accordance with the laws and regulations for the  
21 program under which the violation was found  
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**SUPPLEMENTAL AGREEMENT  
SCOPE OF WORK  
(NON-PUBLIC SERVICE)**

**I. GENERAL INFORMATION**

CITY NAME: City of Coachella UEI #: DZD1FWED7J53

ADDRESS: 53990 Enterprise Way  
Coachella, CA 92236

PROGRAM CONTACTS: Gabriel D. Martin, City Manager

PHONE: 760-398-3502 FAX: \_\_\_\_\_

E-MAIL: gmartin@coachella.org

PROJECT NAME: City of Coachella Home Enhancement Program

PROJECT LOCATION: Various Locations within City of Coachella

LEVEL OF ENVIRONMENTAL CLEARANCE: EXEMPT [24 CFR 58.34 (a)(4)]

CDBG ELIGIBILITY CODE: 570.202 (b)

PROJECT FUNDING SUMMARY: **\$267,405**

**Project to be administered by County (HWS) on behalf of City:** YES ☒ NO ☒

**II. SCOPE OF SERVICE**

**A. Activities**

City will be responsible for administering a **2023-2024** Community Development Block Grant for the **City of Coachella Home Enhancement Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

- Activity #1 *The City of Coachella Home Enhancement Program will provide grants to rehabilitate stick-built and manufactured or modular homes, and owner-occupied single-family residences in the City of Coachella. HEP grants will only be used to assist low-income, qualified homeowners with exterior repairs. Eligible CDBG expenses will include design, construction, project management, compliance monitoring, and other related activities.*

**B. National Objective**

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(3)

CFR Reference: Low Mod Limited Clientele-Housing Activities

**C. Levels of Accomplishment – Goals and Performance Measures**

The City agrees to implement and complete the following activity(ies):

Activity #1: Carry out Home Enhancement Activities

**CPD OUTCOME PERFORMANCE MEASUREMENT**

**Objectives (select one):**

- ☐ Creating Suitable Living Environments
- ☒ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

**Outcome (select one):**

- ☐ Availability/Accessibility
- ☒ Affordability
- ☐ Sustainability (promoting livable or viable communities)

**D. City Capacity**

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

**E. Performance Monitoring**

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$267,405**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X			
Project Administration Costs	X			
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
<b>TOTAL CDBG BUDGET</b>	<b>\$267,405</b>	<b>\$0</b>	<b>\$267,405</b>	

**G. Total Amount of Non- CDBG Leveraging**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							
<b>TOTAL:</b>						<b>\$0</b>	<b>[OS1]</b>

**III. ADMINISTRATIVE REQUIREMENTS****A. Accounting Standards**

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Cost Principles**

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**C. Documentation and Record Keeping****1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- I Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.



## 2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

## 3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

## 4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

## 6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

#### IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, CITY will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete CDBG Training	September 2023	September 2023
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement	September 2023	January 2024

& Notice to Incur Cost

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County	October 2023	Through June 2025
County Monitoring of City Program/Performance	To be determined by Program Manager	

##### Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. HWS prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes advertisement for bids
4. HWS reviews and approves bidding process
5. HWS awards construction contract
6. HWS conduct "pre-construction meeting"
7. HWS authorizes issue of "Notice to Proceed"
8. HWS Submits Reimbursement Requests

Monthly Submittal ☐

Other Schedule ☒

To be determined by Program Manager

CDBG-funded Project Complete

June 15, 2025

#### V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

It is required that County of Riverside HWS adhere to the Home Enhancement Program Policies, revised in July 2023.

**RESOLUTION NO. 2023-76****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2023-76 TO APPROVE A SUPPLEMENTAL AGREEMENT WITH THE COUNTY OF RIVERSIDE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SUPPLEMENTAL AGREEMENT FOR THE USE OF FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS IN THE AMOUNT OF \$267,405 FOR THE CITY OF COACHELLA HOME ENHANCEMENT PROGRAM**

**WHEREAS**, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2023, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974;

**WHEREAS**, through this agreement, the City agreed to undertake and assist with the community development activities within its jurisdiction, by utilizing the sum of \$267,405 CDBG Entitlement Funds for its City of Coachella Home Enhancement Program;

**WHEREAS**, the purpose of this Supplemental Agreement between the City of Coachella and County of Riverside is to authorize the use of CDBG Entitlement Funds for fiscal year 2023-2024 in the amount of \$267,405 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development;

**WHEREAS**, the City of Coachella submitted a CDBG application to the County of Riverside for its City of Coachella Home Enhancement Program and the application was subsequently approved by the County of Riverside Board of Supervisors;

**WHEREAS**, the City of Coachella must comply with timely drawdown of CDBG entitlement funding by expeditiously implementing and completing the County-approved, City of Coachella Home Enhancement Program; The City must remain cognizant of the City’s drawdown performance as it directly impacts the County’s overall program drawdown rate. If the City’s unobligated CDBG fund balance, as of January 31, 2024, exceeds one hundred and seventy-five percent (175%) of the City’s 2023-2024 CDBG allocation, the County may, in its sole discretion, take the necessary administrative actions to reduce the City’s CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by County. The County may, in its sole and absolute discretion, authorize the City in writing, prior to January 31, 2024, to exceed the CDBG fund balance requirement.

**WHEREAS**, the term of the Supplemental Agreement for the implementation of the City of Coachella Home Enhancement Program is for the period of one (1) year from July 1, 2023 to termination on June 30, 2024; and

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

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

**Section 2.**     **Title.** Adopt Resolution No. 2023-76 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-2024 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of December, 2023.

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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. 2023-76 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of December, 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Delia Granados  
Deputy City Clerk



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Celina Jimenez, Director of Economic Development

**SUBJECT:** Adopt Resolution No. 2023-76 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-24 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider adopting Resolution No. 2023-76 approving a Supplemental Agreement with the County of Riverside and authorize the City Manager to execute the Supplemental Agreement for the use of fiscal year 2023-2024 Community Development Block Grant entitlement funds in the amount of \$267,405 for the City of Coachella Home Enhancement Program.

**BACKGROUND:**

The County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2023 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2024-25, 2025-2026, and 2026-2027, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$267,405, CDBG Entitlement Funds for the City of Coachella Home Enhancement Program for fiscal year 2023-2024. This allocation reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development (HUD). The City of Coachella submitted a CDBG application to the County of Riverside for the City of Coachella Home Enhancement Program; the application was subsequently approved by the County of Riverside Board of Supervisors.

**DISCUSSION/ANALYSIS:**

The purpose of this Supplemental Agreement between the City of Coachella and County of Riverside is to authorize the use of CDBG Entitlement Funds for Fiscal Year 2023-2024 in the amount of \$267,405 in accordance with the Housing and Community Development Act of 1974 (HCDA). The term of the Supplemental Agreement for the implementation of the City of Coachella Home Enhancement Program is for the period of one (1) year from July 1, 2023 to termination on June 30, 2024. Through this agreement, the City agrees to comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the County-approved, CDBG-funded Home Enhancement Program.

**ALTERNATIVES:**

1. Adopt Resolution No. 2023-76 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-24 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program
2. Not Adopt Resolution No. 2023-76 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-24 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program

**FISCAL IMPACT:**

There is no fiscal impact as the City of Coachella is cooperating with the County of Riverside who will administer the program.

**ATTACHMENTS:**

1. Resolution No. 2023-76
2. Supplemental Agreement



**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Construction Contract with The Public Restroom Company in the amount of \$998,100 for the procurement and installation of the Pre-Fab Buildings for the Bagdouma Park Restroom Projects– City Projects P-30 & P-32, CDBG Projects 4.CO.25-21 & 4.CO.27-22.

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a construction contract with The Public Restroom Company in the amount of \$998,100 for the procurement and installation of the Pre-Fab Buildings for the Bagdouma Park Restroom Projects– City Projects P-30 & P-32, CDBG Projects 4.CO.25-21 & 4.CO.27-22.

**BACKGROUND:**

The County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant, whereby the City elected to participate with the County and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

On February 24, 2021 and November 10, 2021, City Council adopted Resolutions 2021-15 and 2021-69, respectively, approving a Supplemental Agreement with the County of Riverside for use of Community Development Block Grant (CDBG) funds for the Bagdouma Restroom Projects. To expedite the projects and maximize funding the City is designing and will construct the two projects simultaneously. The project will add a restroom and concession stand by the soccer fields located on the southeast corner of Avenue 51 and Frederick Street and replace an existing restroom next to the sports courts located on the northeast corner of Avenue 52 and Frederick Street at Bagdouma Park.

Due to long lead times and to meet CDBG deadlines, City staff has separated the procurement of the pre-fab buildings. Separating the buildings from construction will also provide a costs savings. A construction contract for the civil components will follow shortly and be completed by the time the buildings are completed.

**DISCUSSION/ANALYSIS:**

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On November 8, 2023, the City issued the Notice Inviting Bids. The project bid opening was held on December 4, 2023 at 2:00 pm, with two companies submitting bids for this project. The bid opening results are listed below:

<b>Company Name:</b>	<b>City:</b>	<b>Responsive:</b>	<b>Bid Amount:</b>
The Public Restroom Company	Minden, NV	Responsive	\$998,100
Structure Cast	Bakersfield, CA	Non-Responsive	N/A

The Notice Inviting Bids requested bids be sealed and delivered to Civic Center. Structure Cast submitted a bid via email and deemed non-responsive. Staff has reviewed the bids and has determined that The Public Restroom Company is the lowest responsive, responsible bidder. Staff recommends awarding the contract to The Public Restroom Company.

**FISCAL IMPACT:**

No Fiscal Impact to CIP FY 23/24 Budget. Procurement contract costs are within appropriated budget and shall be funded by Fund 210 (CDBG) in the amount of \$611,800 and Fund 126 (Park DIF) in the amount of \$386,300.

**ATTACHMENT(S):**

1. Construction Contract – The Public Restroom Company
2. Bid Summary



## CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 13<sup>th</sup> day of December, 2023, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and Public Restroom Company, a s corporation, with its principal place of business at 2587 Business Parkway, Minden, Nevada 89423, sometimes hereinafter called "Contractor."

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

### ARTICLE 1. SCOPE OF WORK.

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

#### BAGDOUMA PARK PRE-FAB BUILDING PROCUREMENT

#### CITY PROJECT NO. P-30 & P-32

#### CDBG PROJECT NO's 4.CO.25-21 & 4.CO.27-22

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

### ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The delivery of the prefabricated buildings will be in accordance with the "Preliminary Schedule" provided by the Contractor with the Bid Submittal documentation. The Contractor shall complete all Work required by the Contract Documents within **15 Working Days** from the final installation noted in the "Preliminary Schedule", notwithstanding any delays caused by the City's site improvement contractor. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

### ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Hundred Ninety-Eight Thousand One Hundred Dollars (\$998,100.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

### ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the

Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,000.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the Project Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

## **ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

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

## Permits

Any other documents contained in or incorporated into the Contract

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

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

## **ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

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

## **ARTICLE 7. INDEMNIFICATION.**

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

## **ARTICLE 8. PREVAILING WAGES.**

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

## **ARTICLE 9. FALSE CLAIMS.**

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

## **SPECIAL FEDERAL REQUIREMENTS**

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the

County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number: CA20230025**

**Modification Number: 12**

**Date: November 17, 2023**

4. **Section 3 Compliance:** The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 75] and agrees to the following:
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and 2 CFR Part 200. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as



supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension** (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

CITY OF COACHELLA

INSERT CONTRACTOR'S NAME

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

IF CORPORATION, TWO SIGNATURES,  
PRESIDENT **OR** VICE PRESIDENT **AND**  
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

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

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Delia Granados, Deputy City Clerk

Printed  
Name: \_\_\_\_\_

APPROVED AS TO FORM:

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

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

Printed  
Name: \_\_\_\_\_

822966B

Contractor's License Number and  
Classification

1000005303

DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)                      ☐ Limited  
☐                                      ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## BOND FORMS

### Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to **Public Restroom Company**, (hereinafter referred to as the "Contractor") an agreement for **Bagdouma Park Pre-Fab Building Procurement, City Project No's. P-30 & P-32, CDBG Project No's 4.CO.25-21 & 4.CO.27-22**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated December 13, 2023, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **Nine Hundred Ninety-Eight Thousand One hundred DOLLARS, (\$998,100.00)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor



remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

### THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or

Representative for service of

process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety  
and Agent or Representative for  
service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
☐                      ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

**Payment Bond (Labor and Materials)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on \_\_\_\_\_ date \_\_\_\_\_, 2023, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Bagdouma Park Pre-Fab Building Procurement, City Project No's. P-30 & P-32, CDBG Project No's 4CO.25-21 & 4.CO.27-22** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement



pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_  
\_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
☐                      ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

## Bid Summary

Bagdouma Restroom Upgrades Projects CITY OF COACHELLA BID OPENING: DECEMBER 4, 2023				Engineer's Estimate		Public Restroom Company	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Prefabricated Concession Building	1	EA	\$ 300,000.00	\$ 300,000.00	\$ 348,338.00	\$ 348,338.00
2	Prefabricated Restroom Building	2	EA	\$ 310,000.00	\$ 620,000.00	\$ 324,881.00	\$ 649,762.00
Grand Total:					\$ 920,000.00	\$	998,100.00



**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Resolution No. 2023-78, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37758

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**STAFF RECOMMENDATION:**

Approve Resolution No. 2023-78, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37758.

**DISCUSSION/ANALYSIS:**

A final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 37758 in accordance with the approved Tentative Parcel Map 37758. On July 21, 2021, Planning Commission approved tentative Parcel Map 37758 for the subdivision of an approximately 9-acre parcel into two parcels located on the northeast corner of Van Buren Street and 51<sup>st</sup> Avenue (APN: 768-050-001). On August 25, 2021 City Council approved Resolution 2021-52, approving Tentative Parcel Map 37758 and subdivision of an approximately 9-acre parcel into two parcels for future development. The map is consistent with the General Plan 2035.

Final Parcel Map No. 37758 is in compliance with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California.

Staff recommends that the City Council Approve the Final Parcel Map 37758.

**FISCAL IMPACT:**

The approval of this Parcel Map will have no fiscal impact to the City of Coachella.

**Attachments:**

1. Resolution No 2023-78
2. Final Parcel Map 37758



**RESOLUTION NO. 2023-78****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 37758**

**WHEREAS**, A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 37758, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 37758; and

**WHEREAS**, as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 37758, that map complied with said requirements; and

**WHEREAS**, the City Council of the City of Coachella deems it is in the best interest of the citizens of the City of Coachella, California, that this division of land is consistent with the goals and policies of the General Plan.

**NOW, THEREFORE, BE IT RESOLVED**, that this City Council does hereby approve said Final Parcel Map No. 37758, subject to posting required securities acceptable to the City within 120 days of adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of December 2023.

---

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. 2023-    was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of December 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delia Granados  
Deputy City Clerk

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 37758**  
 BEING A DIVISION OF A PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER  
 OF THE NORTHWEST QUARTER OF SECTION 6 TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.B.&M.

FEIRO ENGINEERING, INC.

OCTOBER, 2022

**OWNERS STATEMENT:**

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES :

LOT "A", INCLUSIVE, SHOWN AS PUBLIC STREET(S) ALL WITHIN THIS MAP

GREGORY C. CERVANTES & BEATRICE A. CERVANTES

*Gregory C. Cervantes*  
 Gregory C. Cervantes

DATED *Nov. 29, 2022*, 2022

*Beatrice A. Cervantes*  
 Beatrice A. Cervantes

DATED *Dec 9, 2022*, 2022

**TAX COLLECTOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_

DATED *November 14, 2022*, 2022

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: *Pina Mendez*, DEPUTY

**TAX BOND CERTIFICATE:**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED \_\_\_\_\_, 2022

**CASH OR SURETY TAX BOND**

MATTHEW JENNINGS  
 COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

**SIGNATURE OMISSION:**

PURSUANT TO SECTION 66436, OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENT TO COACHELLA VALLEY COUNTY WATER DISTRICT, RECORDED JULY 30, 1959 IN INSTRUMENT NO. 66473 OF OFFICIAL RECORDS.

**NOTARY ACKNOWLEDGEMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTH- FULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )

COUNTY OF *Riverside* ) SS

ON *November 19, 2022* BEFORE ME *Shirley A. Fernandez* A NOTARY PUBLIC, PERSONALLY APPEARED *Gregory C. Cervantes* WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY COMMISSION EXPIRES *10/27/2024*.  
 WITNESS MY HAND AND OFFICIAL SEAL.

MY PRINCIPAL PLACE OF BUSINESS  
 IS *Riverside* COUNTY.

*Shirley A. Fernandez*  
 SIGNATURE OF NOTARY PUBLIC

*2334537*  
 NOTARY COMMISSION NO.

**NOTARY ACKNOWLEDGEMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTH- FULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )

COUNTY OF *Riverside* ) SS

ON *November 9, 2022*, BEFORE ME *Gloria B. Fernandez* A NOTARY PUBLIC, PERSONALLY APPEARED *Beatrice A. Cervantes* WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY COMMISSION EXPIRES *10/27/2024*.  
 WITNESS MY HAND AND OFFICIAL SEAL.

MY PRINCIPAL PLACE OF BUSINESS  
 IS *Riverside* COUNTY.

*Shirley A. Fernandez*  
 SIGNATURE OF NOTARY PUBLIC

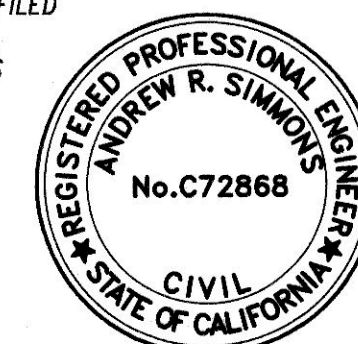
*2334537*  
 NOTARY COMMISSION NO.

**CITY ENGINEER'S STATEMENT**

I, ANDREW R. SIMMONS, CITY ENGINEER OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THE WITHIN MAP AND FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED: \_\_\_\_\_, 2022

ANDREW SIMMONS R.C.E. C72868  
 CITY ENGINEER

**RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT  
 \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT  
 PAGES \_\_\_\_\_ AT THE REQUEST OF THE CITY  
 CLERK OF THE CITY OF COACHELLA, CALIFORNIA.  
 NO. \_\_\_\_\_  
 FEE \_\_\_\_\_  
 PETER ALDANA  
 COUNTY RECORDER-ASSESSOR-CLERK  
 BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE BY: CHICAGO TITLE INSURANCE COMPANY

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FAMILY HERITAGE CHURCH OF THE VALLEY, INC. ON MARCH, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET WITHIN ONE YEAR OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER'S OFFICE, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP.

DATED *11-7-22*, 2022

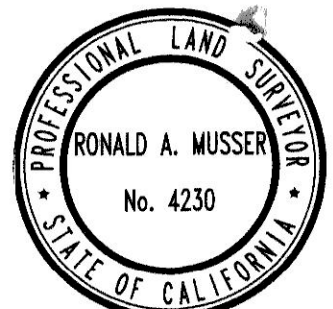
*Herald Steven Lantis*  
 HERALD STEVEN LANTIS 11-7-22 L.S. 7627

**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THE MAP AND FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_, 2022

RONALD A. MUSSER P.L.S. 4230  
 ACTING CITY SURVEYOR

**CITY CLERK'S STATEMENT:**

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY COUNCIL OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, DULY APPROVED THE WITHIN MAP OF PARCEL MAP NO. 37758 AND ACCEPTS ON BEHALF OF THE PUBLIC, LOT A, INCLUSIVE (PUBLIC STREETS) IN FEE, FOR STREET AND PUBLIC UTILITY PURPOSES.

ANDREA CARRANZA DATE  
 DEPUTY CITY CLERK OF THE CITY COUNCIL  
 CITY OF COACHELLA, CALIFORNIA



**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF VAN BUREN STREET BEING N00°01'19"W, SAID BEARING AS SHOWN ON A MAP OF TRACT NO 31698 MB 398/47-52.

**SURVEYOR'S NOTE**

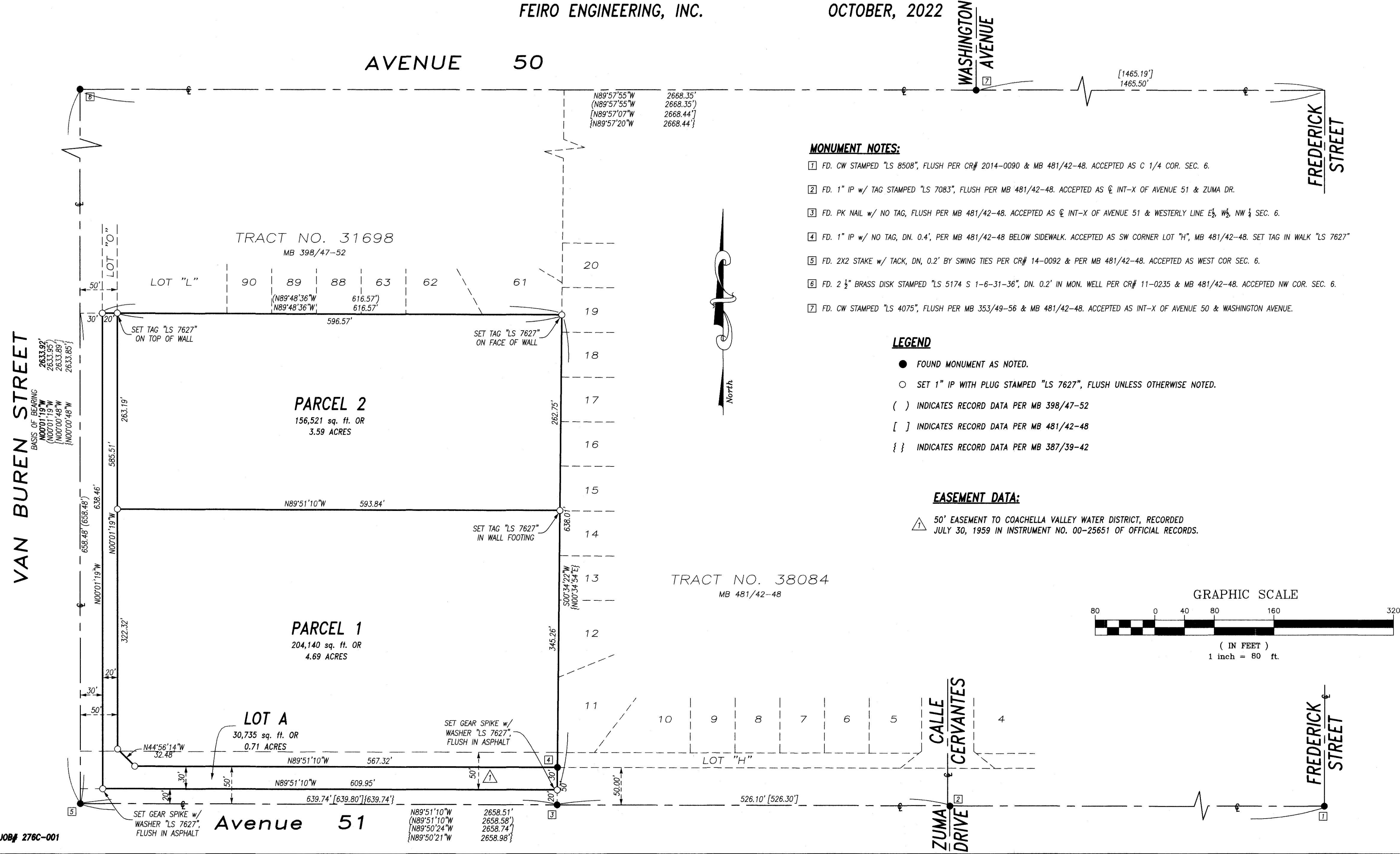
ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 37758**  
BEING A DIVISION OF A PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 6 TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.B.&M.

FEIRO ENGINEERING, INC.

OCTOBER, 2022

SHEET 2 OF 2 SHEETS





**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Resolution No. 2023-79, a Resolution of the City of Coachella City Council Authorizing the Purchase of Right of Way for Conveyance of Real Property from Nika Royal, LLC For A Sales Price Of \$35,000 Consisting of Parcel "A" Lying in Parcel 4 of Lot Line Adjustment Recorded March 16, 1992 as Instrument No. 88259 in The City of Coachella, County of Riverside, State of California for the Avenue 50 Widening Project, City Project ST-93 (APN:768-163-001).

---

**STAFF RECOMMENDATION:**

Authorize Resolution No. 2023-79, a Resolution of the City of Coachella City Council Authorizing the Purchase of Right of Way for Conveyance of Real Property from Nika Royal, LLC For A Sales Price Of \$35,000 Consisting of Parcel "A" Lying in Parcel 4 of Lot Line Adjustment Recorded March 16, 1992 as Instrument No. 88259 in The City of Coachella, County of Riverside, State of California for the Avenue 50 Widening Project, City Project ST-93 (APN:768-163-001).

**BACKGROUND:**

On March 9, 2016 City Council authorized a reimbursement agreement by and between the City of Coachella and Coachella Valley Association of Governments (CVAG) for a total of \$4,500,000 regional funds toward the design and construction of the Avenue 50 Widening Project. During the design and environmental phases of the project it was determined that the cost would exceed the initial budget estimate due to unforeseen drainage issues and complicated right-of-way acquisition procedures. On July 14, 2021, City Council authorized an amendment to the reimbursement agreement for the final plans, specifications and engineer's estimate (PS&E) documents, right-of-way acquisition and construction for a total funding amount of \$9,250,000.

**DISCUSSION/ANALYSIS:**

The project will widen the existing street and construct concrete curb and gutter within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities. These improvements require the acquisition of several properties along Avenue 50. The subject property was presented with a fair market appraisal of \$35,000 and accepted. City staff recommends authorizing the City Manager to complete the purchase and



acquisition of the right-of-way at the fair market appraised value purchase price of \$35,000 including all escrow fees.

**FISCAL IMPACT:**

The Right-of-Way purchase for the Avenue 50 widening project has been budgeted and is included in the reimbursement agreement with CVAG. The existing reimbursement agreement splits cost under a 75% regional share/25% local share. The local share is budgeted by Measure A (Fund 117) and SB1 (Fund 109).

**ATTACHMENTS:**

1. Resolution No. 2023-79
2. Right of Way agreement

**RESOLUTION NO. 2023-79**

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL AUTHORIZING THE PURCHASE OF RIGHT OF WAY FOR CONVEYANCE OF REAL PROPERTY FROM NIKA ROYAL, LLC FOR A SALES PRICE OF \$35,000 CONSISTING OF PARCEL “A’ LYING IN PARCEL 4 OF LOT LINE ADJUSTMENT RECORDED MARCH 16, 1992 AS INSTRUMENT NO. 88259 IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FOR THE AVENUE 50 WIDEING PROJECT (APN:768-163-012)**

**WHEREAS**, on March 9, 2016 City Council entered into a reimbursement agreement with Coachella Valley Association of Governments (CVAG) for the design and environmental phase of the Avenue 50 widening project, City project ST-93; and

**WHEREAS**, on July 14, 2021 City Council entered into amendment #1 of the reimbursement agreement with Coachella Valley Association of Governments (CVAG) for additional funds for the final plans, specifications, engineer’s estimate (PS&E) documents, right-of-way acquisition and construction; and

**WHEREAS**, in October 2021 City council authorized City Staff to negotiate a purchase price for the real property as stated herein; and

**WHEREAS**, City staff has negotiated a purchase and sale agreement with Nika Royal. LLC; and

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

**SECTION 1.** The City Council hereby designates and authorizes Coachella City Manager Gabriel Martin as City staff to execute the purchase parcel “A’ lying in parcel 4 of lot line adjustment recorded march 16, 1992 as instrument no. 88259 in the City of Coachella, County of Riverside, State of California, as further described in “Exhibit A” attached and made a part herein, for a sales price of \$35,000 to the City of Coachella.

**SECTION 2.** The City staff is hereby authorized to execute any and all documents necessary to complete the land sales transaction to the city of Coachella for the stated sales price, and subject to escrow instructions to be prepared consistent with this authorization.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of December 2023.

---

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. 2023-79 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of December 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delia Granados  
Deputy City Clerk

**Exhibit "A"**  
**to the Grant Deed**

**LEGAL DESCRIPTION OF THE RIGHT OF WAY**

**EXHIBIT "A"**  
RIGHT-OF-WAY EASEMENT

THAT REAL PROPERTY LYING IN PARCEL 4 OF LOT LINE ADJUSTMENT RECORDED MARCH 16, 1992 AS INSTRUMENT NO. 88259, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

THE NORTHERLY MOST 23.00 FEET OF SAID PARCEL 4.

**ALSO KNOWN AS:**

APN: 768-163-012

**EASEMENT AREA:**

3,171 SQ. FT±. (0.07 ACRES ±)

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



CHARLES D. PLUTA

9/11/2020  
DATE





**Exhibit "B"**  
**to the Grant Deed**

**DEPICTION OF THE RIGHT OF WAY**

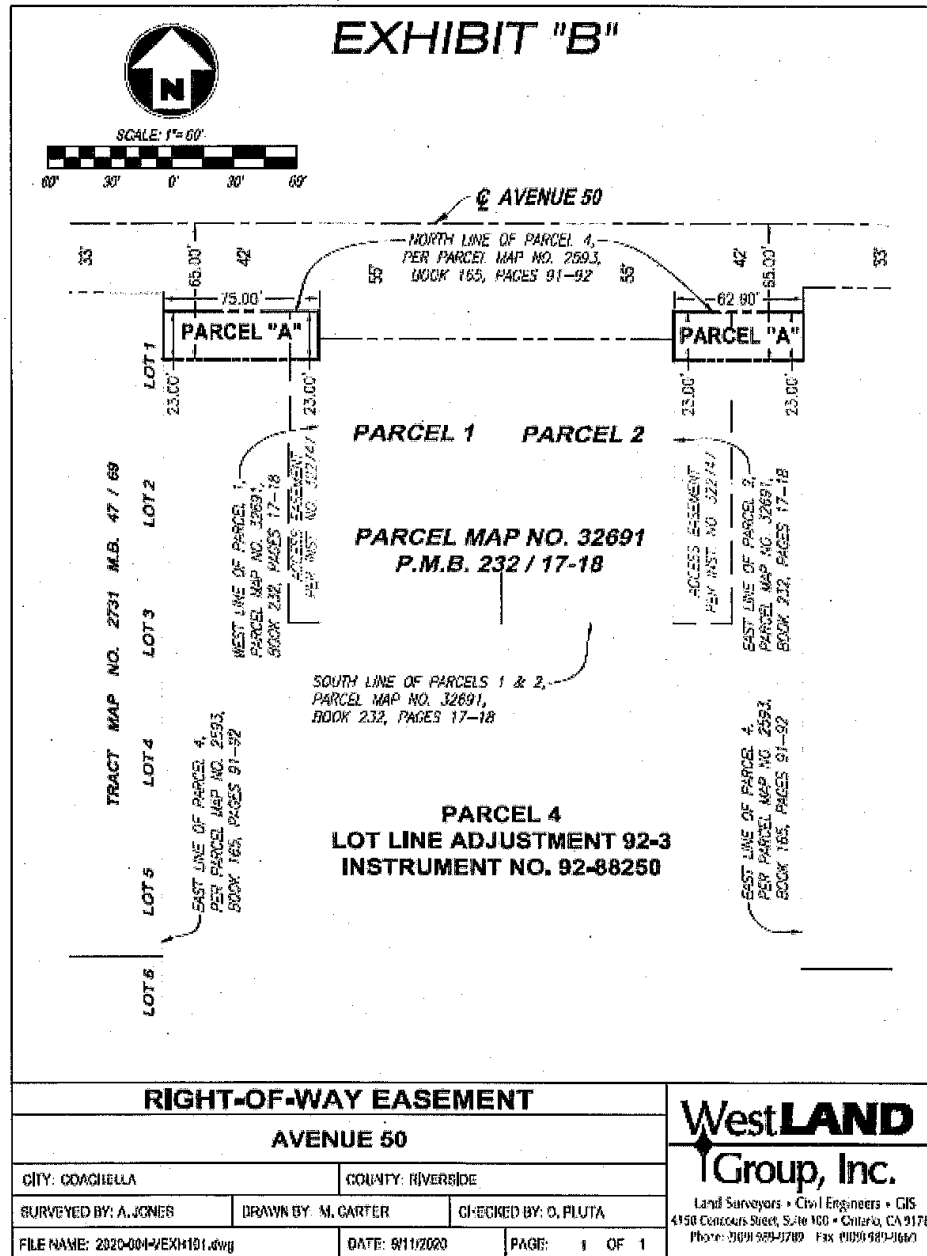


Exhibit "B"

1079714.1

Resolution No. 2023-79  
Page 5

Project: Avenue 50 Widening Project  
 Project No.: Federal Project No.,  
 APN: 768-163-012

## RIGHT OF WAY AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND ESCROW INSTRUCTIONS, (the "**Agreement**"), is made and entered into as of 10/11, 2023 by and between the **City of Coachella, a California charter City and municipal corporation** ("**Buyer**"), and **Nika Royal, LLC, a California limited liability company** ("**Seller**"), with references to the following facts. Buyer and Seller are individually referred to as "Party," and collectively referred to as the "Parties".

### RECITALS

A. Seller is the owner of certain real property located in the City of Coachella, (the "**City**"), the County of Riverside, (the "**County**"), State of California, (the "**State**"), which is identified by Assessor Parcel Number(s) 768-163-012, (referred to as the "**Property**").

B. Buyer desires to acquire from Seller a portion of the Property, more particularly described and depicted on Exhibits A and B attached hereto, (collectively referred to as the "**Rights-of-Way**"), for various public purposes including street rights-of-way and public utilities.

C. Seller desires to convey to Buyer, and Buyer desires to acquire from Seller the Rights-of-Way in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Buyer and Seller hereby agree as follows:

### AGREEMENT

#### 1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Rights-of-Way. As used herein the "Rights-of-Way" shall include the real property legally described on Exhibit A and depicted on Exhibit B and all of Seller's right, title and interest in and to any and all entitlements, tenements, hereditaments, easements, easement rights, rights to half-widths of all adjacent public streets and public rights of way, mineral rights, oil and gas rights, water, water rights, air

rights, development rights and privileges appurtenant thereto and all improvements located thereon.

1.2 Purchase Price. The purchase price, ("**Purchase Price**"), for the Rights-of-Way shall be **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)** payable as cash at closing, plus applicable escrow, associated fees, and other charges.

1.3 Full and Complete Settlement. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Rights-of-Way, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein Seller, on behalf of itself and its successors and assigns, hereby expressly and unconditionally waives and releases and discharges Buyer and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns from liability in regard to any and all claims for damages, severance damages, interest, loss of goodwill, lost profits, lost rents, damages to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, claims for inverse condemnation, pre-condemnation damages, any right to challenge Buyer's adoption of a resolution of necessity, any right to receive notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation placed upon Buyer pursuant to the Eminent Domain Law, any other rights conferred upon Seller pursuant to the Eminent Domain Law, any claims for litigation expenses, attorney's fees, statutory interest and/or costs or any other compensation or benefits, other than for payment of the Purchase Price, it being understood that the Purchase Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Rights-of-Way or any other rights granted under this Agreement.

## 2. ESCROW AND CLOSING.

2.1 Opening of Escrow. Within fourteen (14) business days after execution of this Agreement by the last of Seller or Buyer, Buyer shall open an escrow, (the "**Escrow**"), with Commonwealth Land Title, at the address set forth in Section 7.12, ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise Buyer and Seller of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of Buyer and Seller. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2 Escrow Fees and Other Charges. At the Close of Escrow, Buyer agrees to pay all of Seller's and Buyer's escrow fees, charges and costs incurred in this transaction.

2.3 Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions precedent set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur WITHIN 60 DAYS (the "**Closing Date**"), unless otherwise extended by mutual agreement. As used in this Agreement, the "**Close of Escrow**" shall mean the date a Grant Deed as provided in Section 2.4.2(a) hereof ("**Grant Deed**"), is recorded in the Official Records of the County.

2.3.1 Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to purchase the Rights-of-Way are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions on or before the Closing Date. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) The Purchase Price shall have been determined in accordance with Section 1.2; and

(b) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement; and

(c) No event or circumstance shall have occurred which would make any of Seller's representations, warranties and covenants set forth herein untrue as of the Close of Escrow; and

(d) There shall have occurred no material adverse change in the physical condition of the Property (such as those caused by natural disasters) which would render the Rights-of-Way unsuitable for Buyer's intended use or which would materially increase the cost or cause a material delay in the schedule for Buyer's planned improvements of the Rights-of-Way; and

(e) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy (defined below) covering the Rights-of-Way, subject only to the Permitted Exceptions; and

(f) All monetary encumbrances, if any, shall have been reconveyed and title shall be conveyed free of all monetary encumbrances. Title to the Rights-of-Way shall be conveyed to Buyer free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes except for any non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

2.3.2 Conditions to Seller's Obligations. The Close of Escrow and Seller's obligation to sell and convey the Rights-of-Way are subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the Closing

Date. Seller may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

(a) The Purchase Price shall have been determined in accordance with Section 1.2;

(b) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement; and

(c) No event or circumstance shall have occurred which would make any of Buyer's representations, warranties and covenants set forth herein untrue as of the Close of Escrow.

**2.3.3 Waiver of a Condition Does Not Excuse Performance.** If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the Party for whose benefit such condition exists, then, to the extent such condition is capable of being satisfied following the Close of Escrow, such condition shall become a condition subsequent to the Close of Escrow and shall be satisfied by the party whose performance is required to satisfy such condition as soon as reasonably possible following the Close of Escrow.

**2.4 Closing Documents.** The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

**2.4.1 Buyer's Deposits.** Buyer shall deposit:

(a) The Purchase Price together with Buyer's escrow and other cash charges; and

(b) A Certificate of Acceptance for the Grant Deed as in a legally sufficient form typically used by Buyer.

**2.4.2 Seller's Deposits.** Seller shall deposit:

(a) The Grant Deed as in the form of **Exhibit C** attached hereto; and

(b) Subject to Section 2.5.1 below, an executed Affidavit of Non-foreign Status in the form of **Exhibit D** attached hereto and such other documentation necessary to exempt Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder; and

(c) Subject to Section 2.5.1 below, a Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the "**Withholding Affidavit**") duly executed by Seller.



2.4.3 Deposits of Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the conveyance of the Rights-of-way from Seller to Buyer in accordance with the terms of this Agreement.

## 2.5 Closing.

2.5.1 Withholding. In the event that, pursuant to Section 2.4.2(b) above, Seller fails to deposit with Escrow Holder the executed Affidavit of Non-foreign Taxpayer Status which exempts Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, Seller hereby authorizes Escrow Holder to withhold ten percent (10%) of the Purchase Price of the Rights-of-Way less any applicable closing costs and to report and transmit the withheld amount to the Internal Revenue Service. Additionally, in the event that, pursuant to Section 2.4.2(c) above, Seller fails to deposit with Escrow Holder any applicable tax document which exempts Buyer from California withholding requirements, if any, Seller hereby authorizes Escrow Holder to withhold such additional percentage of the Purchase Price of the Rights-of-Way as is required by California law, and Escrow Holder shall report and transmit the withheld amount in the manner required by California law. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and under any similar provisions of California law, and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

2.5.2 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall: (i) record the Grant Deed as in the Office of the County Recorder of the County, (ii) pay any transfer taxes, (iii) instruct the County Recorder to return the Grant Deed as to Buyer, (iv) distribute to Seller the Purchase Price, and (v) deliver to Buyer the Title Policy covering the Rights-of-Way subject only to the Permitted Exceptions, the Affidavit of Non-foreign Status and the applicable California withholding exemption form, if any.

2.5.3 Taxes and Assessments. Real property taxes and assessments shall be prorated as of the Close of Escrow on the basis of the most recent tax information and such proration shall be final. Said prorations shall be based on a three hundred sixty-five (365) day year.

2.5.4 Title and Possession. Upon the Close of Escrow, title to and exclusive possession of the Property shall be conveyed to Buyer, subject only to the Permitted Exceptions.

## 3. ACTIONS PENDING CLOSING.

### 3.1. Title Review.

3.1.1. Title Report. Within three (5) business days after the Opening of Escrow, Commonwealth Land Title (the "**Title Company**") will furnish Buyer and Seller with an updated Title Commitment on the Property together with legible copies of all documents referenced therein as exceptions to title and a plot plan for the Property showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2. Title Notices. Buyer shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval or disapproval of the title matters disclosed in the Title Commitment. All matters not timely approved by Buyer will be deemed disapproved. All such exceptions disapproved by Buyer are referred to herein as "**Disapproved Exceptions**". All monetary encumbrances are hereby deemed Disapproved Exceptions and shall be removed and satisfied at the Close of Escrow.

3.1.3. Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Buyer pursuant to this Section 3.1.

3.2. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. At Buyer's option, Buyer may require an ALTA Extended Coverage Owner's Policy instead of the Standard Coverage Policy provided that Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer shall be referred to herein as the "**Title Policy**".

3.3. Right of Possession. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State (or other agency), including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 1.2 herein are deposited into escrow controlling this transaction. The amount shown in Clause 1.2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

3.4. Seller's Covenant Not to Further Encumber the Property. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Property, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Property from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's

lien with respect to such work or materials.

3.5. Loss or Damage to Improvements. Loss or damage to the Property, including any improvements existing thereon as of the date of this Agreement, by fire or other casualty, occurring prior to the recordation of the Grant Deed as shall be at the risk of Seller. In the event that loss or damage to the Property, or any such improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed as Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance policy or policies which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the Purchase Price by an amount equal to the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

#### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1 Seller's Authority. Seller is the sole owner in fee simple absolute of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof except as set forth in the Title Commitment, nor entered into any Agreement to do so, nor shall Seller do so during the term of this Agreement. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant or obligation binding on Seller, and there is no consent required from any third party before the Property may be conveyed to Buyer. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

4.1.2 Hazardous Substances. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive

damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).

4.1.3 Mechanic's Liens. There are no mechanics', material men's or other claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement or relating to the environmental condition of the Property. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges and fees, including without limitation attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow, unless performed by or at the request of Buyer.

4.1.4 Other Facts and Circumstances. There are no other facts or circumstances known to Seller that would preclude, prevent or impair the development of the Property.

4.1.5 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Buyer in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Seller in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the foregoing representations or warranties untrue.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

4.2.1 Buyer's Authority. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

4.2.2 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Seller in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Buyer in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances which are contrary to the foregoing representations and warranties contained in this Section 4.2.

4.3. Mutual Indemnity. Seller and Buyer shall defend, indemnify and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by such indemnifying party under any of such indemnifying party's covenants or agreements contained in this Agreement.

5. CONDEMNATION. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Riverside, wherein the herein described property is included and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's Tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's Tenant) is a named defendant, upon the close of escrow, Seller agrees and consents to Buyer taking a default in the action. Moreover, the total compensation to be paid by Buyer to Seller is for all of Seller's interest in the Property and any rights which exist or may arise out of the acquisition of the Property for public purposes, including



without limitation, Seller's interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by the Buyer. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.

6. **BROKERS.** Seller and Buyer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property and that no commissions or finder's fees are payable in connection with this transaction. Buyer and Seller each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. **MAINTENANCE AND REPAIR.** The Seller(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances, and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

#### 8. GENERAL PROVISIONS.

8.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.

8.2. Further Assurances. Each of the parties agrees to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the parties, whether the same occurs before or after the Close of Escrow.

8.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All

exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement whether or not actually attached.

8.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

8.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

8.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8.7. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.8. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

8.9. Relationship of Parties. The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

8.10. Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

8.11. Assignment. Neither Seller nor Buyer shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

8.12. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via telecopier, as follows:

If to Buyer, to:                   Attn: City Engineer  
City of Coachella  
53-990 Enterprise Way  
Coachella, CA 92236  
Telephone No.: (760) 398-3502

If to Seller, to:                   Nika Royal, LLC  
1040 S. Vintage Ave. Ste A  
Ontario, CA 91761

If to Escrow Holder, to:       Grace Kim  
Commonwealth Land Title  
4100 Newport Place Dr  
Newport Beach CA 92660  
Facsimile No.: (714)459-7217  
Telephone No.: (949)724-3141

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via telecopy shall be deemed delivered the same business day transmitted. The addresses, addressees, and telecopy numbers for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is

received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Delivery of a copy of a notice as set forth above is as an accommodation only and is not required to effectuate notice hereunder.

8.13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Deed, and be binding upon and inure to the benefit of the respective Parties.

7.14. Release. The total compensation to be paid by Buyer for the Property is the Purchase Price, which consideration covers all land and improvements, attached or detached furniture, fixtures and equipment, loss of business goodwill, and is the full and complete acquisition cost of the Property. Buyer is in compliance with the California Relocation Assistance and Real Property Acquisition statutes and guidelines and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs. Except for any breach of terms or conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Property. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"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 HIS SETTLEMENT WITH THE DEBTOR."

7.15 City Council Approval of Agreement. This Agreement is subject to the approval of the Buyer's City Council. If this Agreement remains unapproved by the Buyer's City Council then the parties will have no further obligation under this Agreement.

7.16 Recording. Neither party shall have the right to record this Agreement in the Recorder's Office for Riverside County.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.


BUYER:

CITY OF COACHELLA

By: \_\_\_\_\_  
City Manager

SELLER:

Nika Royal, LLC, a California limited liability company

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

Name: Albert Giam

Its: Owner

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "C"**

**RECORDING REQUESTED BY**  
City of Coachella

**WHEN RECORDED RETURN TO:**

City Clerk  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

Exempt from recording fees  
under Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**  
**(Avenue 50)**


**APN: 768-163-012**

For a valuable consideration, receipt of which is hereby acknowledged, **Nika Royal, LLC, a California limited liability company**, (hereinafter "**Grantor**"), hereby GRANTS to the **City of Coachella**, (hereinafter "**Grantee**"), all rights, title and interest in the following described property for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Coachella, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

**GRANTOR:**

**Nika Royal, LLC, a California limited liability company**

Dated: 10/11/2023

By:   
Name: Albert Ghiam  
Its: Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_





**EXHIBIT "C"**

**FORM OF GRANT DEED**

(Exhibit "C" follows this page).

**Exhibit "A"**  
**to the Grant Deed**

**LEGAL DESCRIPTION OF THE RIGHT OF WAY**

**EXHIBIT "A"**  
RIGHT-OF-WAY EASEMENT

THAT REAL PROPERTY LYING IN PARCEL 4 OF LOT LINE ADJUSTMENT RECORDED MARCH 16, 1992 AS INSTRUMENT NO. 88259, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

THE NORTHERLY MOST 23.00 FEET OF SAID PARCEL 4.

**ALSO KNOWN AS:**

APN: 768-163-012

**EASEMENT AREA:**

3,171 SQ. FT±. (0.07 ACRES ±)

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



CHARLES D. PLUTA

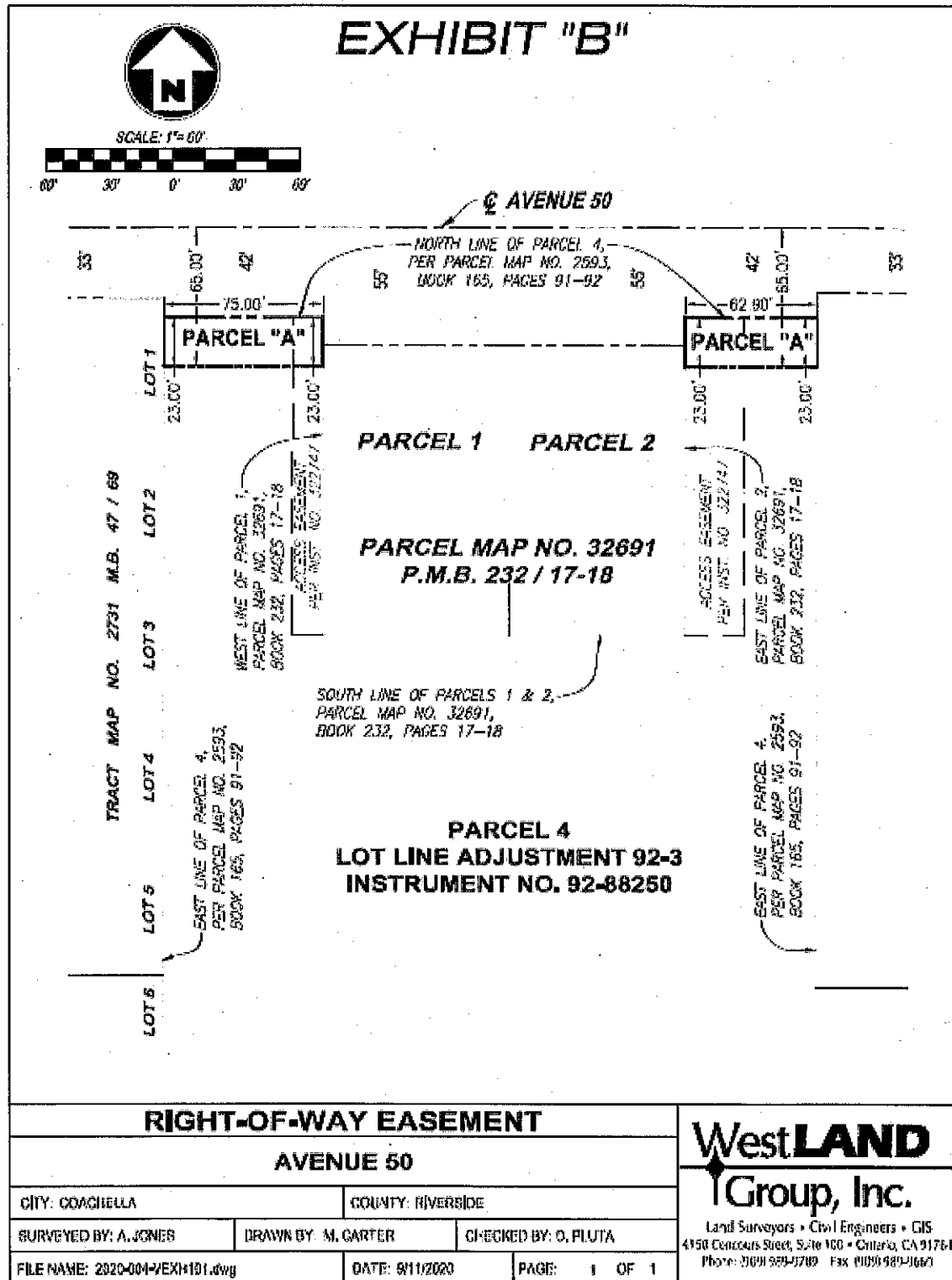
9/11/2020

DATE



**Exhibit "B"**  
**to the Grant Deed**

**DEPICTION OF THE RIGHT OF WAY**



CERTIFICATE OF ACCEPTANCE

APN: 768-163-012

This is to certify that the interest in the Right Of Way Easement Deed conveyed by the within instrument to the City of Coachella is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

CITY OF COACHELLA

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

City Manager

Date: \_\_\_\_\_

**EXHIBIT "D"**

DO NOT RECORD.  
DO NOT SEND  
TO IRS.

TRANSFeree (BUYER)  
MUST RETAIN FOR  
SIX YEARS AFTER  
THE TRANSACTION.

**CERTIFICATION OF NON-FOREIGN  
STATUS BY TRANSFEROR**

1. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U. S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

2. In order to inform each transferee that withholding of tax is not required upon disposition of a U. S. real property interest by Albert Ghiam, Owner  
Nika Royal (hereinafter referred to as "the Transferor"), the undersigned hereby certifies, and declares by means of this certification, the following on behalf of the Transferor:

A. The one item marked below is true and correct:

\_\_\_\_\_ (I) The Transferor is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Internal Revenue Code and Income Tax Regulations).

\_\_\_\_\_ (II) The Transferor is a corporation incorporated under the laws of a foreign jurisdiction but has elected to be treated as a U. S. corporation under Section 897(i) of the Internal Revenue Code, AND HAS ATTACHED TO THIS CERTIFICATE A TRUE AND GENUINE COPY OF THE ACKNOWLEDGMENT OF SUCH ELECTION ISSUED BY THE IRS.

B. The Transferor's social security number is Tax ID 95-4611504.

C. The Transferor's address is 23462 Palm Dr.  
Calabasas, CA 91302

3. The Transferor understands that this certificate may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this certification may be punished by fine or imprisonment (or both).

4. The Transferor understands that each transferee is relying on this certificate in determining whether withholding is required and each transferee may face liabilities if any statement in this certificate is false.

5. The Transferor hereby indemnifies each transferee, and agrees to defend and hold each transferee harmless, from any liability, cost, damage, or expense which such transferee may incur as a result of:



A. the Transferor's failure to pay any U. S. Federal income tax which the Transferor is required to pay under applicable U. S. law, or

B. any false or misleading statement contained herein.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete; I further declare that I have authority to sign this document on behalf of the Transferor.

EXECUTED in Los Angeles County, State of California  
on 10/11/2023.

Transferor: 

By: Albert Gihiam

Title: Owner

**EXHIBIT "E"****HAZARDOUS SUBSTANCE DEFINITION**

The term "Hazardous Substance" as used in this Agreement shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local laws, statutes, regulations, orders or rules and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

In addition, a Hazardous Substance shall include:

(1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(2) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbon substance or by-product;

(3) Listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity;

(4) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(5) Any material the presence of which would require remediation, whether or not the presence of such material resulted from a leaking underground fuel tank;

(6) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;

(7) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.;

(8) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq.

(9) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.;

All other laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, promulgated pursuant to said foregoing statutes and regulations or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Substance defined herein.

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, COACHELLA, CORONA, DESERT HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MENIFEE, MORENO VALLEY, PALM SPRINGS, PERRIS, CITY OF RIVERSIDE, TEMECULA AND THE COUNTY OF RIVERSIDE, CALIFORNIA, CONCERNING THE DISTRIBUTION OF 2023 JUSTICE ASSISTANCE GRANT (JAG) FUND AWARDS AND THE ADMINISTRATION AND USE OF SUCH FUNDS

Item 18.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, COACHELLA, CORONA,  
DESERT HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MENIFEE,  
MORENO VALLEY, PALM SPRINGS, PERRIS, CITY OF RIVERSIDE, TEMECULA AND  
THE COUNTY OF RIVERSIDE, CA**

**CONCERNING DISTRIBUTION OF THE  
2023 JUSTICE ASSISTANCE GRANT AWARD**

This Interlocal Agreement ("Agreement") is made and entered into this 7<sup>th</sup> day of Nov., 2023, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES as referenced in Appendix 1 (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1, here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

**WHEREAS**, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

**Section 3.**

COUNTY and CITIES agree to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars that apply to the 2023 Justice Assistance Grant; and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and also specifically assures and certifies all items as written in the attached Addendum A "Riverside County Sheriff's Department Certified Standard Assurances."

**Section 4.**

CITIES agree to provide COUNTY performance reports every month demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the 2023 Justice Assistance Grant Program.

**Section 5.**

CITIES agree to provide COUNTY with sufficient, timely information within five business days after receiving a written request from COUNTY to meet JAG requirements for quarterly, semi-annual, and annual financial and performance reports.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 7.**

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

**Section 8.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

**Section 9.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 10.**

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA

  
\_\_\_\_\_  
**KEVIN JEFFRIES**  
Chair, County Board of Supervisors

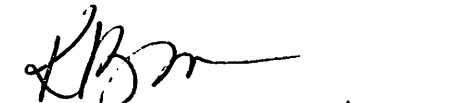
ATTEST:

Kimberly A. Rector

  
\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Minh C. Train

  
\_\_\_\_\_  
~~Amrit P. Dhillon~~ **R Bell Valdez**  
Deputy County Counsel



Appendix 1			
Eligible Agencies in FY 2023 JAG Disparate Area			
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Adjusted Individual Allocation
Banning	\$10,902	\$1,090	\$9,812
Beaumont	\$12,197	\$1,220	\$10,977
Cathedral City	\$12,279	\$1,228	\$11,051
Coachella	\$10,159	\$1,016	\$9,143
Corona	\$21,860	\$2,186	\$19,674
Desert Hot Springs	\$21,530	\$2,153	\$19,377
Hemet	\$30,890	\$3,089	\$27,801
Indio	\$42,921	\$4,292	\$38,629
Jurupa Valley	\$25,742	\$2,574	\$23,168
Lake Elsinore	\$14,674	\$1,467	\$13,207
Menifee	\$12,086	\$1,209	\$10,877
Moreno Valley	\$67,588	\$6,759	\$60,829
Palm Springs	\$21,970	\$2,197	\$19,773
Perris	\$21,530	\$2,153	\$19,377
Riverside City	\$133,883	\$13,388	\$120,495
Temecula	\$12,472	\$1,247	\$11,225
Riverside County	\$75,022	\$47,268	\$122,290
Total	\$547,705		\$547,705
% To Fiscal Agent	\$0		
\$ To FA	\$47,268		

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BEAUMONT, CA

---

City Manager

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COACHELLA, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA VALLEY, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LAKE ELSINORE, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MENIFEE, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF TEMECULA, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of December, 2023.

---

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. 2023-80 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of December, 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delia Granados  
Deputy City Clerk



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Celina Jimenez, Director of Economic Development

**SUBJECT:** Adopt Resolution No. 2023-80 Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, City of Riverside, Temecula, and the County of Riverside, California, Concerning the Distribution of 2023 Justice Assistance Grant (JAG) Fund Awards and the Administration and Use of Such Funds

**STAFF RECOMMENDATION:**

Staff recommends that the City Council considers adopting Resolution No. 2023-80 authorizing the City Manager to execute an Interlocal Agreement between the cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, City of Riverside, Temecula, and the County of Riverside, California, concerning the distribution of 2023 Justice Assistance Grant (JAG) fund awards and the administration and use of such funds.

**BACKGROUND:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of law enforcement program areas. On July 24, 2023, per County of Riverside Board Policy A-30, the Sheriff's Office notified the Executive Office of its intent to apply for JAG funding. On August 30, 2023, the Riverside Sheriff's Office applied for \$547,705 in grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), on behalf of 16 cities in Riverside County. On September 25, 2023, the Riverside Sheriff's Office was notified that the grant application submitted under the 2023 BJA FY 23 JAG Program was approved in the amount of \$547,705.

## **DISCUSSION/ANALYSIS:**

Due to a funding disparity, the County of Riverside will act as the fiscal agent that will administer the JAG grant and disperse grant funds to the 16 other eligible cities within Riverside County that includes the City of Coachella. The U.S. Department of Justice defines a funding disparity when a county and multiple municipalities, within that county, are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount. The Interlocal Agreement between the Riverside Sheriff's Office and the 16 cities has been approved by the County of Riverside Board of Supervisors at its meeting of November 7, 2023.

## **FISCAL IMPACT**

This grant is federally funded through JAG and is 100% reimbursable. The Riverside Sheriff's Office is expected to reimburse each of the agencies for their expenses upon receipt of their completed allowable purchases before requesting reimbursement from the DOJ.

The DOJ approved the County as the JAG fiscal agent and has allocated funding to the Department to administer the grant. As the fiscal agent, the Riverside Sheriff's Office will use \$109,299 to fund an Administrative Services Analyst to manage the JAG program on behalf of the County and cities (subrecipients). The fiscal agent will conduct required federal monitoring activities, administer technical assistance, and conduct site visits with the JAG-funded subrecipients. The Sheriff's Office will use \$12,991 of the total funding allocation to train, gather, analyze, and integrate research to support grant proposals. Federal funding will supplement program management, administration, and training activities within the Sheriff's Grants Unit to support public safety projects. JAG funding is allocated to the Riverside Sheriff's Office and 16 cities throughout Riverside County as follows:

<b>Agency</b>	<b>Allocation</b>
Banning	\$9,812
Beaumont	\$10,977
Cathedral City	\$11,051
Coachella	\$9,143
Corona	\$19,674
Desert Hot Springs	\$19,377
Hemet	\$27,801
Indio	\$38,629
Jurupa Valley	\$23,168
Lake Elsinore	\$13,207
Menifee	\$10,887
Moreno Valley	\$60,829
Palm Springs	\$19,773
Perris	\$19,377
Riverside City	\$120,495
Temecula	\$11,225
Riverside County	\$122,290
<b>TOTAL</b>	<b>\$547,705</b>

**ATTACHMENTS:**

1. 2023 JAG Interlocal Agreement
2. Resolution No. 2023-80



**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Recommend approval of the Restated Memorandum of Understanding between for Library Operations at the Coachella Library and Coachella Library Annex between the City of Coachella and County of Riverside.

**STAFF RECOMMENDATION:**

Recommend approval of the Restated Memorandum of Understanding between for Library Operations at the Coachella Library and Coachella Library Annex between the City of Coachella and County of Riverside.

**EXECUTIVE SUMMARY:**

On October 19, 2022, the City of Coachella was notified it was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program (CSLBFGP) to renovate and upgrade its Library Annex building. To secure the awarded funds the CSLBFGP requested the City enter into a new MOU with the County to include the Library Annex. In October and November 2023, both the City Council and County Board of Supervisors approved the requested MOU. Since that time CSLBFGP has requested two additional edits to the approved MOU. Both changes are minor but required to meet CSLBFGP grant requirements. The two requested changes that are reflected in the Restated MOU (attached) are:

- Section 7 – Coachella Library Annex was added in addition to Coachella Library to the On-going Collection Development/Maintenance
- Paragraph 4 of the recitals is edited to removed use of work proposed.

**FISCAL IMPACT:**

None.

Attachment:

Revised MOU

**RESTATED MEMORANDUM OF UNDERSTANDING (MOU)  
FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY AND COACHELLA  
LIBRARY ANNEX BETWEEN THE CITY OF COACHELLA AND THE COUNTY OF  
RIVERSIDE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, and the CITY OF COACHELLA ("CITY"), a municipal organization organized under the laws of the State of California.

**RECITALS**

WHEREAS, the COUNTY oversees the administration and operations of the Riverside County Library System ("RCLS"); and

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC, a Maryland limited liability company ("LS&S"), for contracted services for the RCLS for the provision of library services; and

WHEREAS, the COUNTY has been under an MOU with the CITY since October 20, 1998 to operate the Coachella Library, now located at 1500 Sixth St., Coachella, CA 92236; and

WHEREAS, the CITY desires to enhance library services by establishing the Coachella Library Annex learning environment by converting the CITY-owned building located at 1538 Seventh Street, Coachella, California into the Coachella Library Annex and adding Coachella Library Annex Management; and

WHEREAS, the CITY and COUNTY mutually agree that library and Coachella Library Annex services will be provided by the COUNTY at the Coachella Library through LS&S.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and COUNTY agree as follows:

**SECTION 1: TERM**

This MOU shall take effect on \_\_\_\_\_, 2024 and shall remain in effect through and including June 30, 2036 (the "Term"). The CITY or COUNTY may request an extension of this MOU with modified terms. If either the CITY or COUNTY desires to extend the



Term of this MOU on modified terms, the CITY and COUNTY shall negotiate in good faith to extend this MOU. Unless otherwise agreed to by the CITY and COUNTY, any extension to this MOU would use the then-existing terms and conditions of the MOU as the floor of acceptable standards for the future library service. Any extension shall be memorialized as a written amendment to this MOU.

## **SECTION 2: HOURS OF OPERATION**

**2.1: COACHELLA LIBRARY.** During the Term of this MOU, the Coachella Library located at 1500 Sixth Street, Coachella, CA 92236 shall operate a minimum of forty (40) hours per week. When requested by the CITY to operate more than forty (40) hours per week, CITY shall pay COUNTY one hundred ten dollars (\$110) per hour for every hour exceeding forty (40) hours per week of library operations. The COUNTY will provide invoices for library services rendered on a semi-annual basis. Upon receipt of each invoice, the CITY will make payment for all undisputed fees within thirty (30) days. In the event that the CITY withholds payment, the COUNTY will take necessary actions to resolve the issue. If the CITY has any objections regarding the fees charged by the COUNTY for services performed under this Agreement, the CITY must provide written notice to the COUNTY within thirty (30) days of receiving the invoice, specifying the disputed fees.

The days and hours of operations shall be as follows:

Monday	Closed
Tuesday	11:00 a.m. to 7:00 p.m.
Wednesday	11:00 p.m. to 7:00 p.m.
Thursday	10:00 a.m. to 6:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 6:00 p.m.
Sunday	Closed

The Coachella Library shall observe the COUNTY holiday schedule.

1           **2.2: COACHELLA LIBRARY ANNEX.** During the Term of this MOU, the  
2 Coachella Library Annex will be located at 1538 Seventh Street, Coachella, California and will  
3 operate a minimum of twenty (20) hours per week. Operations, hours, programming, and  
4 compensation to COUNTY for the Coachella Library Annex will be memorialized in an  
5 amendment to this MOU after completion of the design of the Coachella Library Annex.

6           **SECTION 3: STAFFING/SERVICES AND OPERATIONS/PROGRAMMING**

7           **3.1** COUNTY shall provide an adequate number of professional library staff  
8 persons for the efficient and effective operations of the Coachella Library and Coachella Library  
9 Annex. COUNTY currently provides library staff and library services at the Coachella Library  
10 through a separate agreement with LS&S. CITY acknowledges and agrees that staff and other  
11 services shall be provided to the Coachella Library and the Coachella Library Annex at an  
12 additional cost once completed through the COUNTY's agreement with LS&S. COUNTY, using  
13 contract staff by LS&S, shall provide programming such as the literacy program, summer reading  
14 program, story time, and ESL classes.

15           **3.2** Library and the Coachella Library Annex facilities will be used solely for the  
16 purpose of library services, housing an organized collection of printed or other library materials,  
17 operations, and programming provided by LS&S and approved by CITY. Any long-term existing  
18 use of the library space and future requests that add support to the library by any outside  
19 organization shall be approved by City Council; any short-term uses can be approved by the City  
20 Manager. This does not apply to programs occurring in the study rooms and meeting room that  
21 receive approval through a signed rental agreement. The Coachella Library Annex facility, or  
22 the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds  
23 received as part of the Building Forward Library Facilities Improvement Program will be  
24 dedicated to public library service and used as public library according to the Education Code,  
25 sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide  
26 at least the following: an organized collection of printed or other library materials, or a  
27  
28

1 combination thereof; paid staff; and regularly scheduled hours for being open to the public for a  
2 period of not less than ten (10) years following completion of the grant period.

#### 3 **SECTION 4: MAINTENANCE**

4 CITY shall provide adequate staff persons to provide all necessary janitorial services,  
5 landscape maintenance, and maintenance and repairs to the Coachella Library, the Coachella  
6 Library Annex, and appurtenant equipment and fixtures placed on the Coachella Library and the  
7 Coachella Library Annex. CITY shall keep the Coachella Library and the Coachella Library Annex  
8 in good and suitable condition for the uses herein, and in compliance with Federal, State and local  
9 laws, ordinances, rules and regulations relating to fire, health and safety, and CITY shall maintain  
10 the exterior and the interior of the Coachella Library and the Coachella Library Annex, including,  
11 but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical  
12 wiring and fixtures, windows, and structural parts, grounds, in good working condition and repair  
13 and in compliance with such laws, ordinances, rules and regulations.

#### 14 **SECTION 5: SECURITY SYSTEMS**

15 CITY shall administer cyber keys that provide door access and support various levels of  
16 security to the Coachella Library and the Coachella Library Annex. These cyber keys shall be  
17 issued to COUNTY by CITY's Information Systems ("IS") Department.

#### 18 **SECTION 6: VOICEMAIL SERVICES**

19 The Coachella Library telephones shall be answered by a live library staff member or  
20 voicemail system during the Coachella Library operational hours.

#### 21 **SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE**

22 COUNTY shall provide collections development for the Coachella Library and Coachella  
23 Library Annex on an annual basis. COUNTY shall provide maintenance of the Coachella Library  
24 and Coachella Library Annex collections consistent with professional library practices. This shall  
25 include, but not be limited to, procurement, processing, mending and de-accessioning of the  
26 collections.  
27

#### 28 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

1                   **8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT.** County shall own  
2 and maintain all furniture and equipment in the Coachella Library.

3                   **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND**  
4 **EQUIPMENT.** COUNTY shall be responsible for the maintenance, repair, and replacement of  
5 the furniture, fixtures, and equipment used for library operations and staff functions.

6                   **8.2: COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND**  
7 **EQUIPMENT.** Upon purchase and installation, CITY shall own and maintain all furniture, fixtures,  
8 and equipment in the Coachella Library Annex.

9                   **8.2.1: MAINTENANCE OF COACHELLA LIBRARY ANNEX**  
10 **FURNITURE, FIXTURES AND EQUIPMENT.** Upon project completion, CITY shall be  
11 responsible for the maintenance, repair, and replacement of the furniture fixtures, and equipment  
12 used for the Coachella Library Annex operations and staff functions.

13                   **SECTION 9: UTILITIES**

14                   The following utilities shall be in the CITY's name and CITY shall be responsible for the  
15 payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water,  
16 and telephone services, associated with the operations of the Coachella Library and the  
17 Coachella Library Annex. Internet services will be provided by COUNTY to the designated library  
18 area of the facilities and CITY will provide internet and phone utility services for the conference  
19 area of the facilities.

20                   **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

21                   **A. Indemnification by CITY.** CITY shall indemnify and hold COUNTY, its officers,  
22 agents, employees and independent contractors free and harmless from any claim or liability  
23 whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, employees  
24 or volunteers for property damage, bodily injury or death, or any other element of damage of any  
25 kind or nature arising out of the performance of this MOU, and CITY shall defend at its expense,  
26 including attorney fees, COUNTY, its officers, agents, and employees and independent  
27 contractors in any legal action or claim of any kind based upon such alleged acts or omissions.  
28

1 However, this duty to indemnify and hold harmless shall not include and claim arising from the  
2 sole negligence or willful misconduct of the COUNTY, its officers, agents, employees and  
3 independent contractors.

4 **B. Indemnification by COUNTY.** COUNTY shall indemnify and hold CITY, its  
5 officers, agents, employees and independent contractors free and harmless from any claim or  
6 liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers,  
7 agents, employees or volunteers for property damage, bodily injury or death, or any other element  
8 of damage of any kind or nature arising out of the performance of this MOU, and COUNTY shall  
9 defend at its expense, including attorney fees, CITY, its officers, agents, employees and  
10 independent contractors in any legal action or claim of any kind based upon such alleged acts or  
11 omissions. However, this duty to indemnify and hold harmless shall not include any claim arising  
12 from the sole negligence or willful misconduct of the CITY, its officers, agents, employees and  
13 independent contractors.

#### 14 **SECTION 11: INDEPENDENT CONTRACTOR**

15 **A.** COUNTY is and shall at all times remain as to CITY a wholly independent  
16 contractor. Neither CITY nor any of its officers, employees, agents, or volunteers shall have  
17 control over the conduct of COUNTY or any of COUNTY's officers, employees, or agents except  
18 as set forth in this MOU. COUNTY shall not at any time or in any manner represent that it or any  
19 of its officers, employees or agents are in any manner officers, employees or agents of CITY.  
20 COUNTY shall not incur or have the power to incur any debt, obligation or liability whatsoever  
21 against CITY, or bind CITY in any manner.  
22

23 **B.** No employee benefits shall be available to COUNTY in connection with the  
24 performance of this MOU. Except for the fees paid to COUNTY as provided in this MOU, CITY  
25 shall not pay salaries, wages, or other compensation to COUNTY for performing services  
26 hereunder for CITY.

#### 27 **SECTION 12: INSURANCE**

28

Both COUNTY and CITY maintain programs of self-insurance. In the event either party shall cease such program, then that party shall be required to procure insurance which would be typical for its obligations under this MOU.

### **SECTION 13: NOTICES**

Any notices which either party may desire to give to the other party under this MOU must be in writing and may be given either by (i) personal service (ii) delivery by reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided below.

To City:

To County:

City of Coachella

County of Riverside

Attention: City Manager

Attention: Suzanne Holland

53-990 Enterprise Way

3403 10<sup>th</sup> Street, Suite 400

Coachella, CA 92236

Riverside, California 92501

### **SECTION 14: GENERAL**

**A.** Notwithstanding the foregoing, it is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Coachella City Council and the Riverside County Board of Supervisors.

**B.** No waiver by either party at any time of any of the terms and conditions of this MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any other



1 terms or conditions contained herein or of the strict and timely performance of such terms and  
2 conditions.

3 **C.** Neither party can assign, sublet, mortgage, hypothecate or otherwise transfer in  
4 any manner any of its rights, duties, or obligations hereunder to any person or entity without the  
5 written consent of the other party being first obtained, which consent shall be in the absolute  
6 discretion of that party.

7 **D.** The invalidity of any provision in this MOU as determined by a court of  
8 competent jurisdiction shall in no way affect the validity of any other provision hereof.

9 **E.** Any action at law or in equity brought by either of the parties hereto for the purpose  
10 of enforcing a right or rights provided for by this MOU shall be tried in a court of competent  
11 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all  
12 provisions of law providing for a change of venue in such proceedings to any other county.

13 **F.** The section headings herein are for the convenience of the parties only, and shall  
14 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of  
15 the provisions or language of this MOU.

16 **G.** Both parties shall maintain the confidentiality of all information and records  
17 pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations  
18 relating to privacy and confidentiality.

19 **H.** Both parties shall cooperate with and provide reasonable assistance to the other  
20 to the extent contemplated hereunder in the performance of all obligations under this MOU and  
21 the satisfaction of the conditions of this MOU. Approvals required by any party, or any officers,  
22 agents or employees thereof, shall not be unreasonably withheld and approval or disapproval  
23 shall be given within a reasonable time.

24 **G.** The MOU is hereby executed by the following authorized representatives of the CITY  
25 and COUNTY.  
26  
27  
28

1           **IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the  
2 day and year first above written.

3  
4           **CITY OF COACHELLA**, a California  
5 municipal corporation

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

6 By: \_\_\_\_\_  
7 Steven Hernandez, Mayor

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

8 ATTEST:  
9

ATTEST:  
  
Clerk to the Board

10  
11 By: \_\_\_\_\_  
12 City Clerk

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

13  
14 APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

15  
16  
17 By: \_\_\_\_\_  
18 City Attorney

By: \_\_\_\_\_  
Ryan Yabko, Deputy County Counsel



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Rene Rosales, Code Compliance Manager

**SUBJECT:** Adopt Resolution No. 2023-82, Approval of Towing Services For Inoperable and Abandoned Vehicles Pursuant to the City's Abandoned Vehicle Abatement Program

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**STAFF RECOMMENDATION:**

Adopt Resolution No. 2023-82, approving of towing services for inoperable and abandoned vehicles pursuant to the city's abandoned vehicle abatement program that includes:

1. Approval of Silverado Towing for the removal of abandoned and inoperable vehicles
2. Authorization of the City Manager to execute the agreement on behalf of the City.

**BACKGROUND:**

In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities, pursuant to the provisions of Vehicle Code Section 22710. In June 1994, the Riverside County Abandoned Vehicle Abatement Service Authority was formed and imposed a one-dollar vehicle registration fee on vehicles registered to all owners with addresses in the County of Riverside.

The City of Coachella has been a member of the service authority since July 2012; the City of Coachella has received approximately \$696,565 in disbursements from the Riverside County Abandoned Vehicle Abatement Service Authority for code compliance officers' staff time in abating abandoned, wrecked, dismantled or inoperative vehicles within the City.

**Discussion/Analysis:**

Pursuant to the vehicle disposal strategies outlined in California Vehicle Code Sections 22662 and 22851.3, each jurisdiction must have a contractual agreement for the removal and disposal of abandoned, wrecked or inoperable vehicles to a facility operated by licensed auto dismantlers or scrap iron processors. Silverado Towing meets the requirements outlined in the vehicle code to remove and dispose such type of vehicles. Silverado Towing is an approved business by the

California Highway Patrol and other local law enforcement agencies for towing services. Therefore, staff recommends the City Council approve Silverado Towing for towing services to remove abandoned and inoperable vehicles as authorized in City of Coachella Municipal Code Chapter 10.20.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City; the Riverside County Abandoned Vehicle Abatement Service Authority will reimburse the city for all fees under the program guidelines.

**ALTERNATIVES:**

1. Adopt Resolution No. 2023-82 as proposed.
2. Adopt Resolution No. 2023-82 with additional City Council recommendations/modifications.
3. Deny Resolution No. 2023-82.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends that the City Council approve Alternative #1

**ATTACHMENTS:**

1. Resolution No. 2023-82 Approving Abandoned Vehicle Abatement Program Towing Service

**RESOLUTION NO. 2023-82****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING ABANDONED VEHICLE ABATEMENT PROGRAM TOWING SERVICE**

**WHEREAS**, the Riverside County Abandoned Vehicle Abatement Service Authority was formed on or about June 1, 1994, pursuant to the provisions of California Vehicle Code §§ 99507 and 22710 enacted by the Legislature in 1990 which authorize the establishment of a service authority and imposition of a service fee on all registered motor vehicles located within a county

**WHEREAS**, beginning in June 1994 and continuing to the present, the Riverside County Abandoned Vehicle Abatement Service Authority has been the recipient of service fees collected on its behalf by the California Department of Motor Vehicles, and

**WHEREAS**, the service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local governmental agencies for a portion of their costs incurred as a result of the abatement, removal and disposal as public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, and

**WHEREAS**, the Riverside County Abandoned Vehicle Abatement Service Authority apportions and distributes service fee proceeds to each member agency according to the formula set forth in California Vehicle Code §§ 22710, and

**WHEREAS**, the service fee collected as part of the Abandoned Vehicle Abatement Service Authority program was set to expire in May 2024, and

**WHEREAS**, the Legislature amended California Vehicle Code § 92507 to allow for an extension of the service fee collected as part of the Abandoned Vehicle Abatement program in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities comprising a majority of the population of the incorporated areas within the county adopt resolutions providing for the extension of the service fee, and

**WHEREAS**, the City of Coachella in March 2023 adopted Resolution No. 2023-14, approving the extension of the service fee collected on behalf of Riverside County Abandoned Vehicle Abatement Service Authority until May 14, 2034, and

**WHEREAS**, the City of Coachella will be contracting with Silverado Towing for the removal of the abandoned and inoperable vehicles.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Coachella, California approves towing services for inoperable and abandoned vehicles pursuant to the City's Abandoned Vehicle Abatement Program.

**PASSED APPROVED and ADOPTED** this 13<sup>th</sup> day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney



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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-82 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 13<sup>th</sup> day of December 2023 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Delia Granados  
Deputy City Clerk

apChkLst  
11/07/2023 3:12:55PM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1680	9/28/2023	48066 US BANK	Sta 9/25/23	9/25/2023	ACC XXXX-XXXX-XXXX-0925,	43,107.88	43,107.88
F FOR WELLS FARGO BANK -SEPARATE CHECK:							43,107.88

1 checks in this report.

Grand Total All Checks: 43,107.88

Date: September 28, 2023

 11/14/23  
Interim Finance Director: Ruben Ramirez

  
City Manager: Gabriel Martin

apChkLst  
11/08/2023 10:37:01AM

Check List  
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117997	11/8/2023	55329	GOMEZ CASTRO, JORGE ALBMural	11/8/2023	CIUDADES HERMANAS MUR/	12,500.00	12,500.00
Sub total for WELLS FARGO BANK:							12,500.00

1 checks in this report.

Grand Total All Checks: 12,500.00

Date: November 8, 2023

  
Interim Finance Director: Ruben Ramirez

  
City Manager: Gabriel Martin

apChkLst  
11/07/2023 12:15:52PM

Check List  
City of Coachella


Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1679	11/8/2023	01372	SOUTH WEST PUMP & DRILLI2308-020	8/31/2023	RMV'D PUMP @ WELL #16 FC	10,925.00	10,925.00
FOR WELLS FARGO BANK -SEPARATE CHECK:							10,925.00

1 checks in this report.

Grand Total All Checks: 10,925.00

Date: November 8, 2023

  
\_\_\_\_\_  
Interim Finance Director: Ruben Ramirez

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



apChkLst  
11/16/2023 10:07:39AM

Check List  
City of Coachella

Page: 1

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1681	11/22/2023	54859	AMAZON CAPITAL SERVICES, 16TH-P334-WCI	10/31/2023	UNICORN BEETLE PRO CASE	64.55	
			19HN-CMJN-436	10/26/2023	NUDELL LEATHERETTE DOOR	177.80	
			113L-1PCL-TGX	10/30/2023	USB C CAR CHARGER FOR IP	92.91	
			1FRV-QDWW-4	11/3/2023	LOGITECH Z623 HOME SPEAK	175.62	
			1LRQ-973F-6GM	11/3/2023	LOGITECH MK545 WIRELESS	907.88	
			1N1V-WQ4W-YI	10/31/2023	DAPEUOM MOUSE PADS	224.70	
			1QHF-QK1P-DN	10/22/2023	LOGITECH SPOTLIGHT PRES	107.11	
			11VK-LJNT-F7R	11/1/2023	GLORIOUS MODEL O V2 WIR	108.74	
			1WDR-KCWD-L	11/12/2023	BIC ASSORTED COLORS RET	13.29	1,872.60
1682	11/22/2023	49989	ANDREAS LLC	86850	8/10/2023 BUSINESS CARDS: E. LARA	139.17	139.17
1683	11/22/2023	42837	ARAMARK UNIFORM & CARE	OCT2023	10/30/2023 PE10/30 UNIFORMS, MATS &	3,194.21	
				OCT2023 GRFT	10/30/2023 PE10/30 UNIFORMS	156.11	3,350.32
1684	11/22/2023	45929	BECK OIL, INC.	88236CL	10/31/2023 PE10/31 GRAFFITI DEPT FUE	241.41	241.41
1685	11/22/2023	53627	CANNON DESIGN, INC.	233651	11/7/2023 PE10/31 FIRE STATION REHA	10,916.00	10,916.00
1686	11/22/2023	54673	COMPUTERSHARE CORPOR	12012023	10/18/2023 REV REF BONDS SER 19 (CO	79,268.73	79,268.73
1687	11/22/2023	00749	COUNTY OF RIVERSIDE	SH0000044361	10/31/2023 8/24-9/20 LAW ENFORCEMEN	788,339.94	
				SH0000044362	10/31/2023 8/24-9/20 LAW ENFORCEMEN	10,847.08	799,187.02
1688	11/22/2023	49858	CV PIPELINE CORP.	S3275	10/19/2023 10/17-19 HYDRO-WASH ON 6"	4,857.50	
				S3276	10/20/2023 10/19 VIDEO PIPE INSPECTIC	900.00	5,757.50
1689	11/22/2023	43672	DESERT VALLEY SERVICES IN	617543	10/24/2023 NITRILE GLOVES	85.92	
				617634	10/25/2023 NITRILE GLOVES	42.95	
				617647	10/25/2023 BAG POLY ZIP STORAGE, ETI	129.62	
				618122	10/31/2023 TISSUE TOILET, GLOVES, LIN	2,284.52	
				618123	10/31/2023 CUTLERY PL HVY WHT FORK	273.77	2,816.78
1690	11/22/2023	49100	GOLDMAN, RONALD A.	Oct2023	10/31/2023 OCT2023 SVCS: KPC, SEVILL	10,005.50	10,005.50
1691	11/22/2023	00207	GRAINGER INC	9884780678	10/26/2023 BLOCK MAGNET	43.93	
				9886385724	10/27/2023 TRANSPORT DRUM	851.56	
				9812949619	8/22/2023 SWIVEL HOOK & SHELF BINS	999.96	
				9812949635	8/22/2023 SHELF BINS	282.07	
				9884000911	10/25/2023 PLASTIC PIPE SHUT OFF TOC	629.23	2,806.75
1692	11/22/2023	51892	HERC RENTALS, INC.	34102159-001	10/31/2023 10/12-25 SCISSOR LIFT RNTL	1,102.40	
				34109385-001	10/24/2023 10/16-23 WHEEL LOADER RN	2,510.97	3,613.37

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1693	11/22/2023	00996	HOME DEPOT	0160249	10/19/2023 PAINTERS TOUCH, TRUFUEL	159.21	
				2012668	10/17/2023 ECHO REPL HEAD: U TURN S	35.31	
				3013798	10/26/2023 1/6 HP PLASTIC UTILITY, DEE	172.13	
				3112284	10/26/2023 SIGMAN 40X40 BLUE TARP	618.40	
				3120235	10/16/2023 300W COB LED	213.04	
				4013589	10/25/2023 CDX PLYWOOD	424.05	
				4160265	10/25/2023 MAGNET ROUND BASE	64.28	
				5173182	10/24/2023 RWD STAKES, BRIGHT DUPL	345.60	
				6014780	11/2/2023 FEIT FLAME BA10 CLR LED S	45.58	
				8061806	10/11/2023 14" NATURAL CABLE TIE, 15F	198.64	
				9173135	10/20/2023 3/4" FP BALL VALVE FPT 600F	241.88	2,518.12
1694	11/22/2023	53552	QUENCH USA, INC.	INV06524880	11/1/2023 AC D347648, NOV2023 RNTL,	35.89	
				INV06540115	11/1/2023 AC D347651, NOV2023 RNTL,	35.89	71.78
1695	11/22/2023	55479	SOTO, MARY	W23110	8/4/2023 JUNE-JULY2023 CONSULTING	28,101.00	28,101.00
1696	11/22/2023	52784	THE PUN GROUP LLP	114176	11/4/2023 FY22/23 AUDIT SVCS	15,000.00	15,000.00
1697	11/22/2023	48436	UNIVAR SOLUTIONS USA INC.	51584109	10/26/2023 SODIUM HYPOCHLORITE	736.96	
				51584110	10/26/2023 SODIUM HYPOCHLORITE	760.73	1,497.69
1698	11/22/2023	50629	VINTAGE ASSOCIATES, INC	230790	10/27/2023 PICNIC TABLE PAINTING @ R	250.00	
				230791	10/27/2023 INSTLL'D IRRGTN @ 6TH ST	700.00	
				230792	10/27/2023 INSTLL'D FLOWERS @ 6TH S	2,384.00	3,334.00
1699	11/22/2023	48364	WEST COAST TURF	INV093310	9/1/2023 BANDERA SOD	3,208.13	3,208.13
1700	11/22/2023	51697	WESTERN WATER WORKS S	1407665-01	10/19/2023 SOFT COPPER TUBING 100F	1,402.88	
				1407710-00	10/9/2023 PE CTS OD TUBING SDR-9 BI	467.63	1,870.51
1701	11/22/2023	00384	WILLDAN FINANCIAL SERVICE	1010-56328	10/27/2023 FY23/24 LANDSCAPE & LIGHT	9,511.39	9,511.39
1702	11/22/2023	54894	WILLIAMS SCOTSMAN, INC.	9019286708	10/31/2023 10/31-11/27 FIRE STATION #79	3,208.20	
				9019286710	10/31/2023 10/31-11/27 FIRE STATION #79	1,104.79	4,312.99
T FOR WELLS FARGO BANK -SEPARATE CHECK:							989,400.76

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117998	11/22/2023	48977	ADT COMMERCIAL	152333328	10/2/2023 NV-JA2024 ALARM/EXT SVC I	252.88	
				152573894	10/23/2023 TRIP CHRG @ 87075 AVE 54	75.00	
				152333325	10/2/2023 NV-JA2024 ALARM/EXT SVC I	470.94	
				152333326	10/2/2023 NOV2023 ALARM/EXT SVC PL	1,297.26	
				152333327	10/2/2023 NV-JA2024 ALARM/EXT SVC I	680.41	
				152333329	10/2/2023 NOV2023 ALARM/EXT SVC PL	34.97	
				152333330	10/2/2023 NV-JA2024 ALARM/EXT SVC I	196.04	3,007.50
117999	11/22/2023	55494	AGUAYO, SERGIO	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118000	11/22/2023	55483	AGUILERA, LAURA	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118001	11/22/2023	54926	AIR QUALITY TESTING SERVI	2022-12-08-115	10/27/2023 HAZARDOUS MTRL SURVEY	11,390.00	
				2022-12-08-114	10/27/2023 HAZARDOUS MTRL SURVEY	14,390.00	25,780.00
118002	11/22/2023	53621	ALL THE RIGHT CONNECTION	7612	10/31/2023 WE 10/29: F. SILVA	1,177.60	
				7613	10/31/2023 WE 10/29: COYT+FELIX+GALI	2,723.20	
				7628	11/7/2023 WE 11/5: COYT+FELIX	3,128.00	
				7629	11/7/2023 WE 11/5: F. SILVA	588.80	7,617.60
118003	11/22/2023	51894	ALPHA MEDIA LLC	722427-1	11/12/2023 11/9-10 AD SPOT: VETERAN'S	160.00	
				722428-1	11/12/2023 11/9-10 AD SPOT: VETERAN'S	120.00	
				722430-1	11/12/2023 11/9-10 AD SPOT: VETERAN'S	220.00	500.00
118004	11/22/2023	01436	AMERICAN FORENSIC NURSE	78243	10/24/2023 JULY-OCT2023 BLOOD DRAV	674.57	674.57
118005	11/22/2023	52083	ANIMAL ACTION LEAGUE	Sponsorship	11/1/2023 SPAY/NEUTER CLINIC EVENT	16,000.00	16,000.00
118006	11/22/2023	42251	ARCOS, MARIA	Refund	11/8/2023 DEPOSIT REFUND- 10/28 COI	300.00	300.00
118007	11/22/2023	55480	ARENAS, JENNIFER	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118008	11/22/2023	55472	BEDOLLA INVESTMENT LLC	19781947	9/27/2023 11/29 THRONE CHAIR RNTLS	300.00	300.00
118009	11/22/2023	00836	BIO-TOX LABORATORIES	44880	9/26/2023 8/14+28, 9/11 LAB SERVICES	385.83	
				44881	9/26/2023 8/14+28, 9/11 LAB SERVICES	1,719.15	2,104.98
118010	11/22/2023	55488	BRAVO, ARLYN M.	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118011	11/22/2023	42459	BRUDVIK, INC.	58631	10/24/2023 BALANCE DUE- 10/21 RNTLS	149.00	149.00
118012	11/22/2023	01109	BSN SPORTS LLC	923300347	10/12/2023 HEX SOCCER NET, ETC	1,950.82	1,950.82
118013	11/22/2023	52907	BYE-BYE BIRDY PIGEON REM	081737	11/1/2023 INSTLL'D NEW MATERIAL @ I	400.00	400.00
118014	11/22/2023	55475	CALDERON, REGINA R.	2023 Grant	11/1/2023 CANNABIS EQUITY GRANT PI	1,008.00	1,008.00
118015	11/22/2023	55487	CAMPOS, JOSE ALFREDO	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118016	11/22/2023	53746	CANNABIZ CONSULTING GRCJN-SP2023		10/25/2023 JN-SP2023 SOCIAL EQUITY S	11,450.00	11,450.00
118017	11/22/2023	55500	CARBAJAL DE VALENCIA, AN/	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118018	11/22/2023	55484	CARRILLO, ELVIRA R.	Stipend	11/15/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118019	11/22/2023	53423	CBE OFFICE SOLUTIONS	IN2676209	11/5/2023 ACC CC3502, COLOR COPIEF	521.83	521.83



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118020	11/22/2023	02048	CDW GOVERNMENT, INC. MV76799	11/1/2023	LOGITECH WRLS COMBO MK	200.04	
			MX14327	11/6/2023	EPSON DS-870 COLOR DUP I	2,264.82	2,464.86
118021	11/22/2023	53426	CELL BUSINESS EQUIPMENT 81243629	10/21/2023	ACC 1338330, 10/15-11/14, SH	620.80	620.80
118022	11/22/2023	55024	CITY ADVISORS 2023-036	11/6/2023	PE10/31 ZONING CODE AMNI	1,955.00	1,955.00
118023	11/22/2023	55471	CLAREMONT ENVIRONMENT/230717-1	9/28/2023	CONCEPT DSGN/COST EST F	23,400.00	23,400.00
118024	11/22/2023	53220	COACHELLA ACE HARDWARE6061/1	9/30/2023	ORIG PNTR TPE, DUCT TAPE	85.70	
			6074/1	10/3/2023	LADDR 8 STP FBRGLS, ETC	191.37	
			6107/1	10/10/2023	BLUE RHINO EXCHANGE LP	57.60	
			6120/1	10/12/2023	PUSH BROOM ROUGHSUR 2	251.62	
			6141/1	10/17/2023	GRADE STAKE	14.57	
			6145/1	10/18/2023	GARDEN HOSE	81.55	
			6147/1	10/18/2023	FOGGER YARD GUARD	45.64	
			6153/1	10/19/2023	WASH MOP MICROFIBER, ET	66.81	
			6171/1	10/21/2023	PUSH BROOM POLY 24", ETC	141.33	
			6186/1	10/25/2023	MW HEX BIT SET MET 1", ETC	24.45	
			6195/1	10/26/2023	TIE DOWN STRAP, CORD EX	141.80	1,102.44
118025	11/22/2023	54082	COACHELLA GREENERY 2023 Grant	10/30/2023	CANNABIS EQUITY GRANT PI	30,000.00	30,000.00
118026	11/22/2023	54137	CONSERVE LANDCARE LLC 270367	10/31/2023	OCT2023 LNDSCPE MAINT @	58,299.00	58,299.00
118027	11/22/2023	54137	CONSERVE LANDCARE LLC 267186	10/19/2023	10/16 RPR'D IRRGTN @ DIST	181.27	
			267180	10/19/2023	RPR'D BASIN @ DIST 16 (TOI	39,495.00	
			267181	10/19/2023	RPR'D BASIN/GRADING @ DI	45,188.00	
			267182	10/19/2023	RPR'D TROPICAL STORM DA	20,071.75	
			267183	10/19/2023	ENTRY LNDSCPE REVISIONS	2,540.00	
			267185	10/19/2023	10/10 RPR'D IRRGTN @ DIST	243.21	107,719.23
118028	11/22/2023	01924	CONSOLIDATED ELECTRICAL3298-1023000	10/13/2023	DAYLIGHT T8 FLUOR LAMP	208.80	
			3298-1023001	10/23/2023	DAYLIGHT T8 FLUOR LAMP	626.40	835.20
118029	11/22/2023	54880	CORONA, ELSA Trvl Exp 10/23-2	11/6/2023	TRVL EXP 10/23-24, CALBO C	235.40	235.40
118030	11/22/2023	00214	CORONET CONCRETE PROD 1179769	10/25/2023	6.0 SACK EQ 60/40 FA	823.44	823.44
118031	11/22/2023	48603	CV STRATEGIES 7625	11/9/2023	OCT2023 STRATEGIC COMM	6,477.50	6,477.50
118032	11/22/2023	09950	CVWD Oct 2023	11/1/2023	CN 332543, OCT2023 WELL R	45,949.26	45,949.26
118033	11/22/2023	54790	DALKE & SONS CONSTRUCTI12	9/30/2023	PE9/30 FIRE STATION REHAB	156,802.97	156,802.97
118034	11/22/2023	44036	DE LAGE LANDEN PUBLIC 81348515	11/11/2023	ACC #1338330, COLOR COPII	216.41	216.41
118035	11/22/2023	49859	DEAZTLAN CONSULTING, LLC2023-17	11/7/2023	2023 STATE OF THE CITY PRI	18,500.00	18,500.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118036	11/22/2023	01089	DESERT ELECTRIC SUPPLY S3128130.001	10/18/2023	MEAN WELL HLG-100H-24B 9	2,103.90	
			S3135790.001	10/16/2023	KSTN KT-LED36PSHID-E26-80	490.66	
			S3138895.001	10/25/2023	KSTN KT-LED36PSHID-E26-80	377.86	2,972.42
118037	11/22/2023	54275	DESERT HOSE AND SUPPLY 30199	10/24/2023	4IN FEMALE CAM HOSE SHAI	860.48	
			29740	10/4/2023	2" BUNA GASKET, DJ FIRE HC	324.79	1,185.27
118038	11/22/2023	49776	DESERT SEWER SUPPLY, INC30819	10/16/2023	36" FRAME + 36" MAN HOLE C	1,999.22	1,999.22
118039	11/22/2023	54644	DIGITAL PALM SPRINGS 718351-1	10/31/2023	10/2-27 YOUTUBE ADS: MOVI	1,415.00	1,415.00
118040	11/22/2023	42442	DIRECTV 018084532X231	10/26/2023	10/25-11/24 BUSINESS ENT P	383.52	383.52
118041	11/22/2023	55042	EAGLE TRUCK WASH C0000330732	10/19/2023	10/19 BOOM TRUCK WASH	84.70	84.70
118042	11/22/2023	53880	EBERHARD EQUIPMENT NO.21719	10/17/2023	10/17 KUBOA TRACTOR RNTI	326.25	326.25
118043	11/22/2023	52568	EGAN CIVIL, INC. 22140	11/6/2023	PE11/6 AVE 53 TOT LOT	1,750.00	1,750.00
118044	11/22/2023	49635	EISENHOWER MEDICAL CEN Sep 2023	10/13/2023	AC #700000133, SEP2023 SVC	1,600.00	1,600.00
118045	11/22/2023	36050	EMPLOYMENT DEVELOPMENL1466996304	10/30/2023	AC 944-0806-9, JULY-SEP2023	725.00	725.00
118046	11/22/2023	51401	ENCHANTED MEMORIES PAR7114	11/1/2023	11/29 MR & MRS CLAUS+ELF-	1,210.00	1,210.00
118047	11/22/2023	51401	ENCHANTED MEMORIES PAR7115	11/1/2023	12/8 SANTA CLAUS IMPERSON	532.50	532.50
118048	11/22/2023	15750	FEDEX 8-306-01038	11/3/2023	OCT2023 FEDEX SVCS	13.56	13.56
118049	11/22/2023	55489	FLORES ROSAS, KARLA Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118050	11/22/2023	51494	GARDA CL WEST, INC. 10758799	11/1/2023	NOV2023 ARMORED TRANSF	1,152.80	
			10758805	11/1/2023	NOV2023 CASHLINK MAINTEN	1,432.36	2,585.16
118051	11/22/2023	01864	HAAKER EQUIPMENT COMPAC1A8HE	9/25/2023	PIRAHNA HOSE & LDR 3000P	2,789.44	2,789.44
118052	11/22/2023	55499	HERNANDEZ, ANNETTE Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118053	11/22/2023	20150	HYDRO AG SYSTEMS 19818	10/18/2023	PVC ELL 3/4 SS 90 SCH40, ET	39.80	39.80
118054	11/22/2023	20400	ICMA 2024 Mbrshp	11/13/2023	2024 MBRSHPP RNWL #109171	1,200.00	1,200.00



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118055	11/22/2023	20450	IMPERIAL IRRIGATION DISTRI	50035836-OT23	11/6/2023 AC50035836, 10/4-31, WELL #	12.34	
				50217597-OT23	11/6/2023 AC50217597, 10/4-31	49.43	
				50035755-OT23	10/31/2023 AC50035755, 9/27-10/26, PUM	69.68	
				50371785-OT23	10/31/2023 AC50371785, 9/27-10/25, LIFT	1,176.86	
				50408460-OT23	10/31/2023 AC50408460, 9/27-10/26, WEL	15,957.24	
				50434217-OT23	10/31/2023 AC50434217, 9/27-10/26	55.52	
				50459795-OT23	10/31/2023 AC50459795, 9/27-10/26	37.43	
				50459796-OT23	10/31/2023 AC50459796, 9/27-10/26	79.16	
				50459819-OT23	10/31/2023 AC50459819, 9/27-10/26	51.04	
				50522793-OT23	10/31/2023 AC50522793, 9/27-10/26, SCAI	60.72	
				50387122-OT23	11/7/2023 AC50387122, 10/4-31, SEWER	40,603.30	
				50487676-OT23	11/6/2023 AC50487676, 10/4-31, LIFT ST.	15.29	
				50509172-OT23	11/6/2023 AC50509172, 10/4-31, CORP Y	1,427.58	
				50705542-OT23	11/6/2023 AC50705542, 10/4-31, PERMIT	1,813.11	
				50705544-OT23	11/6/2023 AC50705544, 10/4-31, PERMIT	211.23	61,619.93
118056	11/22/2023	45108	IMPERIAL SPRINKLER SUPPL	0013231143-001	10/30/2023 GEL KNEE PAD, ETC	56.79	
				0013238177-001	10/26/2023 SIMPLOT BEST TRIPLE PRO	1,156.70	1,213.49
118057	11/22/2023	55169	INDUSTRIAL HEALTH MEDICA	00009706	11/1/2023 SEP-OCT2023 SVCS: MEZA+F	345.00	345.00
118058	11/22/2023	51600	IRC, INC.	2023090032	10/1/2023 SEP2023 PRE-EMPLOYMENT	174.05	174.05
118059	11/22/2023	49860	KEENAN & ASSOCIATES	295213	8/15/2023 SEP2023-AUG2024 GROUP C	1,305.00	1,305.00
118060	11/22/2023	53151	KLOB-FM	713209-1	10/29/2023 10/1-21 AD SPOT: TTC FESTI	1,500.00	1,500.00
118061	11/22/2023	48293	KOA CORPORATION	JB92071-38	10/25/2023 PE9/29 AVE 50 IMPROVEMEN	7,865.00	7,865.00
118062	11/22/2023	44047	KONICA MINOLTA BUSINESS	9009595541	10/13/2023 BIZHUB C454E, 1515 6TH ST,	549.07	549.07
118063	11/22/2023	53152	KPST-FM	718353-1	10/29/2023 9/30-10/27 AD SPOT: MOVIES	1,000.00	1,000.00
118064	11/22/2023	44767	KUNA FM	662034-2	10/31/2023 10/1-27 AD SPOT: MOVIES IN	922.00	922.00
118065	11/22/2023	01019	LA PRENSA HISPANA INC	881	11/7/2023 11/10-17 AD: INV BIDS- BGDM	2,160.00	2,160.00
118066	11/22/2023	45051	LAMAR OF PALM SPRINGS	115191919	9/18/2023 9/18 ROTARY POSTER ADVEF	150.00	
				115191920	9/18/2023 9/18-10/15 AD: TTC FESTIVAL	3,300.00	
				115259115	10/2/2023 10/2-29 POSTER ADVERTISIN	1,236.00	
				115259117	10/2/2023 10/2-29 ROTARY POSTER AD	845.45	
				115328675	10/30/2023 10/30-11/26 POSTER ADVERT	1,236.00	
				115328676	10/30/2023 10/30-11/26 ROTARY POSTER	845.45	7,612.90
118067	11/22/2023	46357	LAWYERS TITLE COMPANY	623650506	11/8/2023 PRELIMINARY REPORTS (AVI	975.00	975.00
118068	11/22/2023	24250	LEAGUE OF CALIFORNIA CITI	2790	9/30/2023 9/20 RIV CO DIVISION MTG: C	100.00	100.00
118069	11/22/2023	54362	LINDE GAS & EQUIPMENT INC	38971058	10/23/2023 IND HIGH PRESSURE<100CF	38.68	38.68

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118070	11/22/2023	53830	LOPEZ, YOLANDA M.	Edu Reimb	11/2/2023	FY23/24 EDUCATION REIMBU	1,500.00	1,500.00
118071	11/22/2023	55496	LUCERO, DULCE	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118072	11/22/2023	55418	MADE LINE PRODUCTIONS LI64443-000128		10/13/2023	VIDEO COVERAGE OF TTC F	3,500.00	3,500.00
118073	11/22/2023	55492	MAGANA-NUNEZ, ROXANNE F	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118074	11/22/2023	55473	MALDONADO, CLAUDIA	Refund	11/8/2023	DEPOSIT REFUND- 10/29 BGI	300.00	300.00
118075	11/22/2023	55497	MARES FELIX, LAURA ANGELI	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118076	11/22/2023	55485	MARTINEZ, ARMANDO	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118077	11/22/2023	55038	MEDINA ZENDEJAS COMMUN	1622	10/18/2023	RPR'D MANHOLES @ INDUST	5,000.00	
				1623	10/19/2023	RMV'D DEBRI/CLEANED CUL	6,200.00	
				1630	11/2/2023	RPR'D SINKHOLES @ ORCH/	5,500.00	16,700.00
118078	11/22/2023	51579	METLIFE- GROUP BENEFITS	Nov2023	11/2/2023	NOV2023 DENTAL/VISION/LIF	544.01	544.01
118079	11/22/2023	53042	NCA ENTERTAINMENT INC.	12/8 Event	11/13/2023	12/8 CARNIVAL RIDES	13,000.00	13,000.00
118080	11/22/2023	55493	NUNEZ DE MAGANA, TERESI	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118081	11/22/2023	47192	O'REILLY AUTO PARTS	2855-206565	10/17/2023	2OZ JB WELD	10.86	
				2855-206699	10/17/2023	PURGE VALVE	21.01	
				2855-208501	10/23/2023	CABIN FILTER	21.65	
				2855-209140	10/25/2023	BATTERY	481.52	535.04
118082	11/22/2023	55476	OSUNA, HERIBERTO	Refund	11/13/2023	DEPOSIT REFUND- 11/11 LIBF	300.00	300.00
118083	11/22/2023	02028	PETE'S ROAD SERVICE, INC.	23-0711313-00	10/25/2023	MOUNT/BALANCE NEW TIRE	235.30	
				23-0712043-00	10/27/2023	MOUNT/BALANCE NEW TIRE	240.39	
				23-0712107-00	10/27/2023	FLAT REPAIR	37.61	513.30
118084	11/22/2023	55376	PHPE SERVICES	2023-122-2	10/27/2023	UPGRADED WINDOWS XP R	1,495.00	1,495.00
118085	11/22/2023	52596	PLANIT PRINT WORKS	927255	11/8/2023	PLANS- BGDMA PARK PRE-F/	262.50	262.50
118086	11/22/2023	42759	PROPER SOLUTIONS, INC.	15274	10/27/2023	WE 10/27: V. FOURNIER	1,611.20	
				15296	11/3/2023	WE 11/3: FOURNIER+MALDOI	2,572.58	4,183.78



Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
118087	11/22/2023	52306	QUINN COMPANY	NR14634	10/3/2023	RPLC'D FUEL PUMP/GOVERN	5,867.81	
				265518012	10/26/2023	10/21-23 LIGHT TOWER RNTL	227.11	
				265518013	10/26/2023	10/21-23 LIGHT TOWER RNTL	1,294.58	
				WOG00017743	10/4/2023	INSTLL'D ENGINE COOLANT	5,390.63	
				WOG00017910	10/24/2023	CLEANED FUEL TANK @ WEL	2,880.00	
				WOG00017911	10/24/2023	CLEANED FUEL TANK @ WEL	2,880.00	
				26524502	10/30/2023	10/21-23 UTV-OFF RD UTILIT^	589.45	
				265245011	10/26/2023	10/21-23 UTV-OFF RD UTILIT^	203.26	
				265518011	10/26/2023	10/21-23 LIGHT TOWER RNTL	227.11	
				265518014	10/26/2023	10/21-23 LIGHT TOWER RNTL	613.29	
				265518015	10/26/2023	10/21-23 LIGHT TOWER RNTL	227.11	
				26551802	10/30/2023	10/21-23 LIGHT TOWER RNTL	613.29	
				26552001	10/26/2023	10/21-23 LIGHT TOWER RNTL	227.11	21,240.75
118088	11/22/2023	55446	RAMIREZ, LOIDA	Refund	11/8/2023	DEPOSIT REFUND- 10/28 LIBI	300.00	300.00
118089	11/22/2023	42547	RAP FOUNDATION/SNR INSP	SIA2024-002	10/31/2023	3/28 SENIOR INSPIRATION AV	4,000.00	4,000.00
118090	11/22/2023	55417	REGISTRY OF CHARITABLE T 2022	Rnwl	11/1/2023	2021/22 REGISTRATION RENI	25.00	25.00
118091	11/22/2023	54500	RELIABLE TRANSLATIONS	CC26335	11/7/2023	11/7 FINANCE & PUBLIC SAFE	532.30	
				26219	10/24/2023	10/24 DEVELOPMENT CLASS	456.30	
				26228	10/25/2023	10/25 CC MTG SVCS	931.00	
				26240	10/26/2023	10/26 DOCUMENT TRANSLAT	75.00	
				26260	10/30/2023	10/30 SPECIAL MTG SVCS	147.00	
				26267	10/31/2023	10/31 DOCUMENT TRANSLAT	75.00	
				26273	11/1/2023	11/1 PLANNING COMM MTG S	490.00	
				26290	11/2/2023	11/2 DOCUMENT TRANSLATIC	75.00	
				26309	11/4/2023	11/4 DOCUMENT TRANSLATIC	75.00	2,856.60
118092	11/22/2023	55477	REYES, DAIZY	Refund	11/13/2023	DEPOSIT REFUND- 11/12 LIBI	300.00	300.00
118093	11/22/2023	52995	RM BROADCASTING, LLC	IN-1231028861	10/31/2023	10/2-21 AD SPOT: TTC FESTI^	1,500.00	1,500.00
118094	11/22/2023	55501	RODRIGUEZ SALDANA, JAZM	Stipend	11/16/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118095	11/22/2023	43728	ROSALES, RENE	Trvl Exp 11/6-9	11/13/2023	TRVL EXP 11/6-9, CACEO COI	1,063.97	1,063.97
118096	11/22/2023	55229	RRM DESIGN GROUP	2939-01-0923	10/17/2023	SEP2023 DESIGN SVCS FOR	40,395.00	
				2939-01-1023	11/9/2023	OCT2023 DESIGN SVCS FOR	2,920.00	43,315.00
118097	11/22/2023	55498	RUIZ, HUMBERTO	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118098	11/22/2023	47658	RUIZVA L. PEST CONTROL	134	9/28/2023	SEP2023 SVCS @ FIRE STATI	75.00	75.00
118099	11/22/2023	52991	S & D CAR WASH MANAGEM	EARB174547	10/31/2023	OCT2023 CAR WASH SERVIC	440.37	440.37
118100	11/22/2023	55495	SALADO, MICHELLE SYLVIA	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00

Bank : wfb WELLS FARGO BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118101	11/22/2023	55272	SALAS, LAWRENCE Y.	Oct2023	11/8/2023	OCT2023 CITIZENSHIP CLAS	1,015.00	1,015.00
118102	11/22/2023	55490	SALDANA PAREDES, RAQUEL	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118103	11/22/2023	55482	SALDANA, ESTHELA	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118104	11/22/2023	55491	SALDANA, ROSA M.	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118105	11/22/2023	55481	SALMERON, BRENDA GUADA	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118106	11/22/2023	50827	SDC SOUND COMPANY LLC	1132	9/26/2023	11/2 SOUND SYSTEM+ETC: S	10,761.00	10,761.00
118107	11/22/2023	50827	SDC SOUND COMPANY LLC	1139	10/6/2023	12/8 SOUND SYSTEM: HOLID	1,100.00	1,100.00
118108	11/22/2023	50827	SDC SOUND COMPANY LLC	1138	10/6/2023	11/29 SOUND SYSTEM: TREE	750.00	750.00
118109	11/22/2023	55486	SERRATO, LILIANA	Stipend	11/15/2023	COACHELLA RESIDENT ENG,	250.00	250.00
118110	11/22/2023	35450	SOCALGAS	1377 6th-OT23	10/25/2023	AC 012 623 3791 6, 9/21-10/23	52.45	
				1500 6th-OT23	10/25/2023	AC 020 678 1257 4, 9/22-10/23	19.46	
				1515 6th-OT23	10/25/2023	AC 031 523 3700 6, 9/22-10/23	21.77	
				1540 7th-OT23	10/25/2023	AC 008 423 3900 4, 9/22-10/23	78.48	
				84626Bag-OT23	10/25/2023	AC 153 323 6215 9, 9/22-10/23	15.29	
				87075Av54-OT2	10/25/2023	AC 123 573 5834 5, 9/22-10/23	59.22	
				BagPool-OT23	10/25/2023	AC 069 323 6500 7, 9/22-10/23	15.29	261.96
118111	11/22/2023	47319	SPARKLETTS	9467308 102423	10/24/2023	OCT2023 WATER @ SANITAR	213.01	213.01
118112	11/22/2023	53044	SUPER BIRTHDAY, INC.	29524	11/1/2023	11/29 MINI EXPRESS TRAIN: 1	1,275.00	1,275.00
118113	11/22/2023	53044	SUPER BIRTHDAY, INC.	29535	11/3/2023	12/8 MINI EXPRESS TRAIN: H	775.00	775.00
118114	11/22/2023	54550	TBU INC.	49576	10/31/2023	10/24 WTR LEAK RPR @ 8487	1,545.21	
				49574	10/31/2023	10/27 RPR'D STREET/PAVED	3,678.65	
				49575	10/31/2023	10/24 WTR LEAK RPR @ 4660	2,928.17	8,152.03
118115	11/22/2023	37600	THE DESERT SUN	0005926603	9/30/2023	SEPT2023 PUBLISHED ADS	1,143.60	1,143.60
118116	11/22/2023	02079	THE DESERT SUN #1082	23/24 Sbscptn	11/15/2023	AC #DS0364435, DEC2023/24	754.86	754.86
118117	11/22/2023	50586	THE RETAIL COACH, LLC	4210	5/16/2023	2023 RETAIL MARKET ANALY	3,000.00	3,000.00

Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118118	11/22/2023	48152	TKE ENGINEERING, INC.	2023-91	4/20/2023 PE1/31 ENG SVCS, KPC SPEC	1,080.00	
				2023-530	7/27/2023 PE6/30 PLNCK, MARIPOSA PC	1,705.50	
				2023-634	10/24/2023 PE7/31 PLNCK, TRACT 38084	197.00	
				2023-635	10/24/2023 PE7/31 PLNCK, ZITO MEDIA C	5,040.00	
				2023-636	10/24/2023 PE7/31 PLNCK, TRACT 38557	7,886.50	
				2023-727	10/24/2023 PE8/31 PLNCK, WOODSPUR I	1,065.80	
				2023-728	10/24/2023 PE8/31 PLNCK, 53380 FREDE	645.00	
				2023-729	10/24/2023 PE8/31 PLNCK, PARCEL MER	146.88	
				2023-730	10/24/2023 PE8/31 PLNCK, 86878 AVE 54	1,208.00	
				2023-731	10/24/2023 PE8/31 PLNCK, TRACT 38557	13,706.00	
				2023-637	10/24/2023 PE7/31 PLNCK, TRACT 38577	1,073.50	
				2023-638	10/24/2023 PE7/31 PLNCK, WOODSPUR I	393.70	
				2023-726	10/24/2023 PE8/31 ENG SVCS, COACHEL	2,602.50	36,750.38
118119	11/22/2023	38250	TOPS N BARRICADES	1102967	10/19/2023 TEMP NO PARKING BILINGUA	119.63	
				1103001	10/23/2023 10/6-23 CHNGBLE MSG SIGN	2,490.00	
				1103067	10/25/2023 MESH CLASS II LIME W/ PKT	39.69	2,649.32
118120	11/22/2023	38800	UNDERGROUND SERVICE AL	23-241307	11/1/2023 CA STATE FEE FOR REGULA	41.41	
				1020230114	11/1/2023 OCT2023- 67 NEW TICKETS+	127.25	168.66
118121	11/22/2023	43751	USA BLUEBOOK	INV00155078	10/5/2023 HACH FREE CHLORINE SWIF	734.23	
				INV00175326	10/24/2023 EXTENSION CABLE 25'L 7-PIN	193.02	927.25
118122	11/22/2023	55474	VALENZUELA, AIMEE ANAI	Refund	11/8/2023 DEPOSIT REFUND- 11/4 LIBR	300.00	300.00
118123	11/22/2023	39640	VALLEY LOCK & SAFE	183618	10/31/2023 DUPLICATE KEY	35.00	35.00
118124	11/22/2023	39645	VALLEY OFFICE EQUIPMENT,	IN2310-1415	10/23/2023 ACC #CO03, 9/23-10/22, 53462	380.16	380.16
118125	11/22/2023	44966	VERIZON WIRELESS	9948163305	11/1/2023 AC371867190-00002, 10/2-11/'	292.04	
				9948163304	11/1/2023 AC371867190-00001, 10/2-11/'	14,123.67	14,415.71
118126	11/22/2023	44428	VISTAAIR CONDITIONING	7650	10/24/2023 INSTLL'D AIR HANDLER, ETC	4,800.00	4,800.00
118127	11/22/2023	55478	WATER EDUCATION FOR LAT	2023-57	10/31/2023 2024 WELL UNTAPPED FELL	3,000.00	
				2023-61	10/31/2023 2024 WELL UNTAPPED FELL	3,000.00	
				2023-65	10/31/2023 2024 WELL UNTAPPED FELL	3,000.00	9,000.00
118128	11/22/2023	49778	WEST COAST ARBORISTS, IN	1-9456	10/26/2023 10/25-26 SOIL AND OR FOLIA	1,710.00	
				206142	9/30/2023 PE9/30 TREE MAINT @ PARK	21,608.00	
				206164	9/21/2023 9/21 TREE MAINT @ LLMD	285.00	
				206165	9/22/2023 9/22 TREE MAINT @ LLMD	570.00	
				206166	9/23/2023 9/23 TREE MAINT @ LLMD	285.00	24,458.00



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118129	11/22/2023	44203	WEST COAST SAND & GRAVE664723	10/16/2023	WASHED CONCRETE SAND	498.79	
			664724	10/17/2023	3/4" GRAVEL	446.48	945.27
118130	11/22/2023	48971	XPRESS GRAPHICS & PRINTII23-56918	10/15/2023	MILITARY BANNERS	1,489.16	
			23-57180	10/24/2023	COACHELLA ART WALK BRO	230.99	
			23-57570	11/6/2023	VETERAN'S PC BREAKFAST F	81.50	1,801.65
Sub total for WELLS FARGO BANK:							884,640.95

155 checks in this report.

Grand Total All Checks: 1,874,041.71

Date: November 22, 2023

  
Interim Finance Director: Ruben Ramirez

  
City Manager: Gabriel Martin

apChkLst  
11/16/2023 4:13:18PM

Check List  
City of Coachella

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Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118131	11/22/2023	55517	BANUELOS, VICKIE	Ref000239221	11/16/2023 UB Refund Cst #00056871	68.55	68.55
118132	11/22/2023	55518	CALDERON, DANIEL	Ref000239222	11/16/2023 UB Refund Cst #00056925	19.34	19.34
118133	11/22/2023	55516	CASTRO LEON, ANTONIA	Ref000239220	11/16/2023 UB Refund Cst #00056754	84.07	84.07
118134	11/22/2023	55464	DR HORTON	Ref000239224	11/16/2023 UB Refund Cst #00057137	71.94	71.94
118135	11/22/2023	55466	DR HORTON	Ref000239225	11/16/2023 UB Refund Cst #00057139	89.35	89.35
118136	11/22/2023	55467	DR HORTON	Ref000239227	11/16/2023 UB Refund Cst #00057219	83.94	83.94
118137	11/22/2023	55519	DR HORTON	Ref000239223	11/16/2023 UB Refund Cst #00057127	52.96	52.96
118138	11/22/2023	55524	DR HORTON	Ref000239231	11/16/2023 UB Refund Cst #00057392	39.45	39.45
118139	11/22/2023	55525	DR HORTON	Ref000239232	11/16/2023 UB Refund Cst #00057394	17.83	17.83
118140	11/22/2023	55520	GARCIA, GABRIEL	Ref000239226	11/16/2023 UB Refund Cst #00057218	57.75	57.75
118141	11/22/2023	55505	LARIOS-ORTEGA, NAYELI	Ref000239202	11/16/2023 UB Refund Cst #00054238	65.98	65.98
118142	11/22/2023	55502	LOPEZ, JOSE	Ref000239198	11/16/2023 UB Refund Cst #00046785	60.76	60.76
118143	11/22/2023	55523	MCLAUGHLIN, BRYAN G.	Ref000239230	11/16/2023 UB Refund Cst #00057320	83.90	83.90
118144	11/22/2023	55503	MIEN TAO CHURCH OF HEAL	Ref000239199	11/16/2023 UB Refund Cst #00047537	36.99	36.99
118145	11/22/2023	55307	ORCHARD VILLAS APTS	Ref000239197	11/16/2023 UB Refund Cst #00002085	377.74	377.74
118146	11/22/2023	55508	PALOMARES, LUCERO	Ref000239210	11/16/2023 UB Refund Cst #00055545	28.83	28.83
118147	11/22/2023	55504	PERALES, ARLEEN	Ref000239200	11/16/2023 UB Refund Cst #00050386	53.02	53.02
118148	11/22/2023	55368	PULTE GROUP INC	Ref000239206	11/16/2023 UB Refund Cst #00055047	24.47	24.47
118149	11/22/2023	55369	PULTE GROUP INC	Ref000239207	11/16/2023 UB Refund Cst #00055053	13.72	13.72
118150	11/22/2023	55388	PULTE GROUP INC	Ref000239204	11/16/2023 UB Refund Cst #00055040	9.66	9.66
118151	11/22/2023	55393	PULTE HOMES	Ref000239208	11/16/2023 UB Refund Cst #00055424	14.40	14.40
118152	11/22/2023	55459	PULTE HOMES	Ref000239216	11/16/2023 UB Refund Cst #00056415	23.20	23.20
118153	11/22/2023	55460	PULTE HOMES	Ref000239218	11/16/2023 UB Refund Cst #00056422	14.49	14.49
118154	11/22/2023	55509	PULTE HOMES	Ref000239211	11/16/2023 UB Refund Cst #00055879	83.52	83.52
118155	11/22/2023	55510	PULTE HOMES	Ref000239212	11/16/2023 UB Refund Cst #00055887	101.32	101.32
118156	11/22/2023	55511	PULTE HOMES	Ref000239213	11/16/2023 UB Refund Cst #00056029	64.24	64.24
118157	11/22/2023	55513	PULTE HOMES	Ref000239215	11/16/2023 UB Refund Cst #00056411	150.32	150.32
118158	11/22/2023	55514	PULTE HOMES	Ref000239217	11/16/2023 UB Refund Cst #00056418	165.02	165.02
118159	11/22/2023	55394	PULTE HOMES CO LLC	Ref000239209	11/16/2023 UB Refund Cst #00055483	40.52	40.52
118160	11/22/2023	55512	PULTE HOMES CO LLC	Ref000239214	11/16/2023 UB Refund Cst #00056323	82.68	82.68
118161	11/22/2023	55507	PULTE HOMES INC	Ref000239205	11/16/2023 UB Refund Cst #00055043	94.32	94.32
118162	11/22/2023	55506	RIVERA, DIANA	Ref000239203	11/16/2023 UB Refund Cst #00054909	82.76	82.76
118163	11/22/2023	55515	SPARKS, DANIEL	Ref000239219	11/16/2023 UB Refund Cst #00056746	24.01	24.01
118164	11/22/2023	55526	VARGAS, BLANCA	Ref000239233	11/16/2023 UB Refund Cst #00057453	80.27	80.27

Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118165	11/22/2023	55521	WINOGRAD, SHAI	Ref000239228	11/16/2023	UB Refund Cst #00057260	62.39	62.39
118166	11/22/2023	55522	YEGHIKYAN, SARGIS	Ref000239229	11/16/2023	UB Refund Cst #00057313	0.73	0.73
118167	11/22/2023	54614	ZEREGA, DANIEL	Ref000239201	11/16/2023	UB Refund Cst #00053479	35.21	35.21
Sub total for WELLS FARGO BANK:							2,459.65	



37 checks in this report.

Grand Total All Checks: 2,459.65

Date: November 22, 2023

  
Interim Finance Director: Ruben Ramirez

  
City Manager: Gabriel Martin

apChkLst  
12/06/2023 3:29:00PM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1738	12/7/2023	53627	CANNON DESIGN, INC.	233703	12/5/2023	PE11/30 FIRE STATION REHA	10,916.00	10,916.00
1739	12/7/2023	52988	KOUNKUEY DESIGN INITIATIV	665	8/21/2023	PE8/7 COACHELLA DAP SVC	48,823.00	
			682	9/19/2023	PE9/13 COACHELLA CRC EN	19,998.40	68,821.40	
T FOR WELLS FARGO BANK -SEPARATE CHECK:							79,737.40	

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Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118297	12/7/2023	54233	DJ2A ENTERTAINMENT	12142023	12/6/2023	12/14 DJ+PHOTO BOOTH @ E	1,295.00
118298	12/7/2023	53295	RUIZ, JUDITH	MLge 11/30	12/5/2023	MLGE 11/30, GOV TAX SEMIN	124.45
118299	12/7/2023	01178	SPOTLIGHT 29 CASINO	COC12142023	12/6/2023	12/14 EMPLOYEE RECOGNIT	9,874.98
Sub total for WELLS FARGO BANK:							11,294.43

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5 checks in this report.

Grand Total All Checks: 91,031.83

Date: **December 7, 2023**

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

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

apChkLst  
12/05/2023 9:21:37AM

Check List  
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118168	12/13/2023	55068	WINROW, MICHAEL				
			Ref000233794	4/3/2023	UB Refund Cst #00049894	28.30	
			Ref000234261	4/18/2023	UB Refund Cst #00049894	17.84	46.14
Sub total for WELLS FARGO BANK:							46.14

1 checks in this report.

Grand Total All Checks: 46.14

Date: December 13, 2023

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

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

apChkLst  
12/05/2023 9:49:57AM

Check List  
City of Coachella

Page: 1

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118169	12/13/2023	55536	ARB INC	Ref000239668	12/4/2023	UB Refund Cst #00057086	681.27	681.27
118170	12/13/2023	55533	DE LA HERRAN, CHRISTOPHER	Ref000239665	12/4/2023	UB Refund Cst #00052147	75.24	75.24
118171	12/13/2023	55532	FARIAS, ALBERTO	Ref000239664	12/4/2023	UB Refund Cst #00050271	1.00	1.00
118172	12/13/2023	55537	MWM RAIL SERVICE	Ref000239670	12/4/2023	UB Refund Cst #00057527	1,050.61	1,050.61
118173	12/13/2023	55535	PULTE HOMES INC	Ref000239667	12/4/2023	UB Refund Cst #00054846	235.43	235.43
118174	12/13/2023	55449	SOTO SIGALA, GERARDO	Ref000239663	12/4/2023	UB Refund Cst #00046495	43.00	43.00
118175	12/13/2023	55534	TORRES FLORES, MARCO	Ref000239666	12/4/2023	UB Refund Cst #00054629	27.28	27.28
118176	12/13/2023	55521	WINOGRAD, SHAI	Ref000239669	12/4/2023	UB Refund Cst #00057260	26.68	26.68


Sub total for WELLS FARGO BANK: 2,140.51



8 checks in this report.

Grand Total All Checks: 2,140.51

Date: December 13, 2023

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

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

apChkLst  
12/05/2023 1:45:58PM

Check List  
City of Coachella

Page: 1

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1703	12/13/2023	53429	ALIANZA COACHELLA VALLEYRefund	11/21/2023	DEPOSIT REFUND- 11/15 LIBF	300.00	300.00
1704	12/13/2023	54859	AMAZON CAPITAL SERVICES,1LCX-YF1K-9RM	11/15/2023	CORSAIR RM850X FULLY MO	725.30	
			11JF-MRMC-7G	11/16/2023	CBL MATTERS LONG USB TO	83.66	
			1RRN-9VG7-KY	11/25/2023	CORSAIR ICUE 4000D RGB M	130.49	
			17MR-CHM6-RC	11/13/2023	ASUS PRIME Z790-P WIFI LG	404.32	
			1HDC-QRH4-Rk	11/13/2023	WD 6TB 3.5" AE DATACENTE	1,174.50	
			1J1H-XH1P-RTT	11/13/2023	ARCTIS NOVA 3 MULTI-PLATF	162.03	
			1LCN-RFWM-D	11/17/2023	GLORIOUS GAMING WRIST F	35.86	
			1NP7-GRDG-V3	11/13/2023	GLORIOUS GMMK 2 GAMING	130.49	
			1PHW-HMRW-M	11/12/2023	DURAMONT ERGONOMIC OF	320.80	
			1FNQ-GC3C-T9	11/13/2023	INTEL NUC 12 PRO WALL ST	881.69	4,049.14
1705	12/13/2023	49989	ANDREAS LLC	87027	11/16/2023 BUSINESS CARDS: C. JIMENE	139.17	
			87039	11/28/2023	NOTICE OF VIOLATION DOOF	1,223.90	1,363.07
1706	12/13/2023	53291	ANGENIOUS ENGINEERING	19-07A-036	10/31/2023 PE10/31 AVE 50 BRIDGE	48,643.28	
			19-07B-032	10/31/2023	PE10/31 SR-86/AVE 50 INTER	1,273.40	49,916.68
1707	12/13/2023	42837	ARAMARK UNIFORM & CARE	NOV2023	11/30/2023 PE11/30 UNIFORMS, MATS &	3,963.56	
			NOV2023 SAN	11/30/2023	PE11/30 UNIFORMS, MATS &	1,378.78	
			25913639	11/2/2023	POLOS W/ EMBROIDERY	59.76	
			NOV2023 CC	11/30/2023	PE11/30 MATS & MOPS	942.30	
			NOV2023 GRFT	11/30/2023	PE11/30 UNIFORMS	43.92	
			Past Due- GRFT	12/4/2023	JUNE-AUG2023 UNIFORMS	117.23	6,505.55

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1708	12/13/2023	45929	BECK OIL, INC.	90019CL	11/15/2023 PE11/15 ENG DEPT FUEL	94.70	
				88158CL	10/31/2023 PE10/31 ENG DEPT FUEL	218.25	
				88160CL	10/31/2023 PE10/31 LLMD DEPT FUEL	195.17	
				88164CL	10/31/2023 PE10/31 STREETS DEPT FUE	1,089.86	
				88166CL	10/31/2023 PE10/31 WATER DEPT FUEL	1,285.29	
				88169CL	10/31/2023 PE10/31 PARKS DEPT FUEL	379.08	
				88183CL	10/31/2023 PE10/31 VEHICLE MAINT DEF	320.27	
				88184CL	10/31/2023 PE10/31 SENIOR CNTR FUEL	418.60	
				88193CL	10/31/2023 PE10/31 CODE ENF DEPT FU	1,089.37	
				88204CL	10/31/2023 PE10/31 SANITARY DEPT FUE	3,058.41	
				88209CL	10/31/2023 PE10/31 BLDG MAINT DEPT F	241.07	
				88210CL	10/31/2023 PE10/31 ADMIN DEPT FUEL	237.09	
				90094CL	11/15/2023 PE11/15 GRAFFITI DEPT FUE	191.55	
				90021CL	11/15/2023 PE11/15 LLMD DEPT FUEL	269.42	
				90025CL	11/15/2023 PE11/15 STREETS DEPT FUE	924.87	
				90027CL	11/15/2023 PE11/15 WATER DEPT FUEL	1,134.48	
				90030CL	11/15/2023 PE11/15 PARKS DEPT FUEL	650.92	
				90045CL	11/15/2023 PE11/15 VEHICLE MAINT DEP	337.76	
				90046CL	11/15/2023 PE11/15 SENIOR CNTR FUEL	215.89	
				90054CL	11/15/2023 PE11/15 CODE ENF DEPT FUI	735.58	
				90065CL	11/15/2023 PE11/15 SANITARY DEPT FUE	1,310.10	
				90070CL	11/15/2023 PE11/15 BLDG MAINT DEPT F	91.67	
				90071CL	11/15/2023 PE11/15 ADMIN DEPT FUEL	179.30	14,668.70

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1709	12/13/2023	43462	BEST BEST & KRIEGER, LLP	978383	10/27/2023 PE9/30, #80237, GENERAL RE	35,387.94	
				978384	10/27/2023 PE9/30, #80237.00231, G. THC	413.40	
				978385	10/27/2023 PE9/30, #80237.00240, 52156	2,258.40	
				978386	10/27/2023 PE9/30, #80237.00445, DESEF	1,816.20	
				978387	10/27/2023 PE9/30, #80237.00810, LABOF	1,144.80	
				978388	10/27/2023 PE9/30, #80237.00840, CANN	1,164.60	
				978389	10/27/2023 PE9/30, #80237.00844, CHROI	471.00	
				978390	10/27/2023 PE9/30, #80237.00850, FINAN	7,886.40	
				978391	10/27/2023 PE9/30, #80237.00857, RENEV	13,106.50	
				978392	10/27/2023 PE9/30, #80237.00858, COA W	63.60	
				978397	10/27/2023 PE9/30, #80237.00877, LA EN	2,618.10	
				978393	10/27/2023 PE9/30, #80237.00866, KPC SI	771.30	
				978394	10/27/2023 PE9/30, #80237.00869, AFFOF	922.20	
				978395	10/27/2023 PE9/30, #80237.00874, CENTF	732.60	
				978396	10/27/2023 PE9/30, #80237.00875, MESQI	1,082.40	69,839.44
1710	12/13/2023	49486	BRC CONSTRUCTION	202310322	11/15/2023 INSTLL'D FLAG POLES, LIGH	11,950.00	
				202310324	11/15/2023 INSTLL'D SOLAR LIGHT @ DI	4,200.00	
				202310325	11/15/2023 RPR'D FENCE @ 85233 AVE F	2,288.00	
				202310323	11/15/2023 RPLC'D FOUNTAIN @ 1517 6T	1,800.00	20,238.00
1711	12/13/2023	43862	BRENNTAG PACIFIC, INC	BPI388930	11/17/2023 APPLIED CREDIT INV #BPI388	2,424.34	2,424.34
1712	12/13/2023	02320	CALPERS	1000000173545	11/14/2023 #6373819375, DEC2023 HEAL	120,127.07	
				1000000173545	11/14/2023 #6373819375, DEC2023 HEAL	12,622.56	132,749.63
1713	12/13/2023	44307	CIVICPLUS LLC	283178	11/14/2023 MUNICODE PAGES, ORDBAN	4,807.00	4,807.00
1714	12/13/2023	49858	CV PIPELINE CORP.	S3293	11/9/2023 11/7+8 STORM DRAIN MAINT	5,265.00	5,265.00
1715	12/13/2023	43672	DESERT VALLEY SERVICES INC	1619692	11/15/2023 TISSUE TOILET, TOWEL ROL	1,683.56	1,683.56
1716	12/13/2023	53799	ENTERPRISE FM TRUST	FBN4891639	11/4/2023 NOV2023 LEASE CHRGS ('20/	18,606.75	18,606.75
1717	12/13/2023	44713	FARMER BROTHERS CO.	95674587	11/27/2023 CREAMER, STIR STICKS & C	453.07	
				95674449	11/6/2023 CREAMER AND COFFEE	572.25	
				95674537	11/20/2023 CUPS	207.75	
				95674588	11/27/2023 COFFEE	128.22	1,361.29
1718	12/13/2023	00207	GRAINGER INC	9897926508	11/7/2023 DYE TRACER TABLET, ETC	329.45	329.45



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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1719	12/13/2023	51892	HERC RENTALS, INC.	34113209-001	11/16/2023 10/17-11/16 TRUCK DUMP RN	5,672.37	
				34158787-001	11/13/2023 11/4-5 LIGHT TOWER RNTLS	3,986.18	
				34161355-001	11/10/2023 11/4-5 CART UTV 4 PSNGR RI	438.42	
				34162218-001	11/13/2023 11/4-5 LIGHT TOWER RNTLS	890.93	
				34081339-001	11/3/2023 10/4-11/3 BOOM STRAIGHT R	4,925.28	
				34208984-001	11/27/2023 11/21-22 TRUCK BUCKET RN	624.20	16,537.38
1720	12/13/2023	00996	HOME DEPOT	9013253	11/29/2023 6.5IN POINSETTIA & POTTINC	569.58	
				4011437	11/14/2023 OUTDOOR PLUG 15AMP, ETC	127.02	
				4173517	11/14/2023 GLIDDEN PREM I/E GLOSS B,	276.21	
				5011266	11/13/2023 MKE SHOCKWAVE 8PC 3/8 S,	52.17	
				7012312	11/21/2023 18" SWAGING TOOL	51.51	
				8012185	11/20/2023 4IN POINSETTIA	86.65	
				1010452	11/7/2023 12' BROWN CUBE TAP EXT C	37.93	
				2011706	11/16/2023 4IN POINSETTIA & POTTING I	195.08	
				9013284	11/29/2023 32QT VIGORO POTTING MIX,	98.67	1,494.82
1721	12/13/2023	55538	MATRIX NETWORKS	208499	11/28/2023 MITEL IP PHONE IP480G	1,859.63	1,859.63
1722	12/13/2023	25605	MCCROMETER, INC.	599082	11/3/2023 12" ULTRAMAG PROCOMM A	8,021.33	
				599402	11/15/2023 12" TOP PLATE	3,269.26	11,290.59
1723	12/13/2023	54985	MUNISERVICES LLC	INV06-017572	11/6/2023 CLEARVIEW/STARS 2023 SVC	315.00	315.00
1724	12/13/2023	09800	PERMA	INV152	12/1/2023 2023-24 Q3 LIABILITY TRUST	51,080.00	
				INV178	12/1/2023 2023-24 FULLY REPLENISH LI	90,168.15	141,248.15
1725	12/13/2023	49479	POLYDYNE INC.	1785015	11/7/2023 CLARIFLOC WE-1238	4,400.95	4,400.95
1726	12/13/2023	53552	QUENCH USA, INC.	INV06656887	12/1/2023 AC D347648, DEC2023 RNTL,	39.58	
				INV06667659	12/1/2023 AC D347651, DEC2023 RNTL,	39.58	79.16
1727	12/13/2023	53475	RUDYS ELECTRIC	20587	11/15/2023 RPLC'D LIGHT WIRING @ BG	3,600.00	
				20588	11/15/2023 RPR'D LIGHT WIRING @ BGD	2,384.00	
				20589	11/15/2023 RPLC'D IRRGTN WIRING @ C	555.00	
				20590	11/15/2023 RPR'D PWR TO ST LIGHTS/B	389.00	
				20591	11/15/2023 INSTLL'D PWR FOR MINI-SPL	1,005.00	
				20592	11/15/2023 RECONNECT ELECTRIC RAN	170.00	8,103.00
1728	12/13/2023	32950	SAFETY-KLEEN SYSTEMS, IN	92977086	11/2/2023 10/31 SVC	299.66	299.66
1729	12/13/2023	55424	SCA OF CA, LLC	107194CS	9/29/2023 9/18+19 STREET SWEEPING	9,020.00	
				107194CS-1	9/29/2023 9/20+21 STREET SWEEPING	9,430.00	
				107194CS-4	9/29/2023 9/28+29 STREET SWEEPING	9,635.00	28,085.00
1730	12/13/2023	48436	UNIVAR SOLUTIONS USA INC.	51606969	11/2/2023 SODIUM HYPOCHLORITE	10,323.17	10,323.17

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1731	12/13/2023	50229	URBAN HABITAT	8572	10/31/2023	PE10/31 LNDSCPE & PARK IM	315,783.55	315,783.55
1732	12/13/2023	54567	VARI SALES CORPORATION	91014988	11/7/2023	VARIDESH CUBE CORNER 36	513.84	513.84
1733	12/13/2023	50629	VINTAGE ASSOCIATES, INC	230940	11/15/2023	NOV2023 LNDSCPE MAINT @	5,247.00	
				230943	11/15/2023	NOV2023 LNDSCPE MAINT @	5,300.00	
				231023	11/9/2023	INSTLL'D BRIMSTONE DG, ET	1,590.00	
				231024	11/9/2023	INSTLL'D FLOWERS @ 6TH S	2,560.00	
				231025	11/9/2023	INSTLL'D 1" VALVE @ GRPFR	170.00	
				230401	9/30/2023	TRASH PICK-UP @ RLF PARK	832.00	
				230939	11/15/2023	NOV2023 LNDSCPE MAINT @	12,700.00	
				230945	11/15/2023	NOV2023 LNDSCPE MAINT @	10,135.00	
				230946	11/15/2023	NOV2023 LNDSCPE MAINT @	4,900.00	
				231022	11/9/2023	INSTLL'D BRIMSTONE DG, ET	475.00	
				231026	11/9/2023	INSTLL'D 1" VALVES @ VETE	340.00	
				231027	11/9/2023	CLEAN-UP @ 50020 KENMOR	600.00	
				231028	11/9/2023	INSTLL'D ESPLXNE2 PRO CO	850.00	
				231081	11/13/2023	TRASH PICK-UP @ 6TH ST (R	150.00	
				231098	11/14/2023	CONVERT DRIP LINE TO HAR	88,020.00	133,869.00
1734	12/13/2023	51697	WESTERN WATER WORKS SI	1407889-00	11/9/2023	SS BOLT W/ BLUE NUT SET, I	747.88	
				1407873-00	11/8/2023	SOFT COPPER TUBING 100F	1,120.13	
				1407665-02	10/31/2023	PE CTS OD TUBING SDR-9 BI	345.40	
				1407802-00	11/2/2023	CONCRETE METER BOX	84.40	
				1407842-00	11/2/2023	SOFT COPPER TUBING 100F	1,120.13	
				1407799-00	10/26/2023	CONC 2PC CVR LESS LID, ET	166.94	
				1407799-01	11/9/2023	CONC READ LID/CVR "WATE	12.51	3,597.39
1735	12/13/2023	54894	WILLIAMS SCOTSMAN, INC.	9018867675	9/15/2023	MINI BLINDS	353.44	353.44
1736	12/13/2023	54671	WILMINGTON TRUST N. A.	010124	11/27/2023	JAN2024 PENSION OBLIGATI	182,007.40	182,007.40
1737	12/13/2023	54719	YUNEX LLC	90000718	10/30/2023	AUG2023 TRAFFIC SIGNAL M	2,071.50	
				90000770	11/7/2023	SEPT2023 TRAFFIC SIGNAL M	2,071.50	
				5610000434	10/31/2023	AUG2023 TRAFFIC SIGNAL C,	6,733.00	
				5610000463	10/31/2023	8/24 SVC CALL @ AVE 51 & V	4,796.79	
				5610000539	11/7/2023	SEPT2023 TRAFFIC SIGNAL C	6,729.50	22,402.29
T FOR WELLS FARGO BANK -SEPARATE CHECK:							1,216,671.02	

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118177	12/13/2023	55226	A S GENERAL CONSTRUCTION	11/15/2023	CONCRETE INSTALL @ DE O	1,200.00	
			INV-000127	11/16/2023	RPR'D DRYWALL/CONCRETE	2,175.00	3,375.00
118178	12/13/2023	53995	ACEVES, FERNANDO	11/28/2023	CORONAVIRUS RELIEF FUNC	3,050.00	3,050.00
118179	12/13/2023	48977	ADT COMMERCIAL	152688689	DC-FB2024 ALARM/EXT SVC	233.22	
			152688690	11/1/2023	DC-FB2024 ALARM/PRIME CE	238.80	
			152688691	11/1/2023	DC-FB2024 ALARM, BGDMA S	172.93	
			152688692	11/1/2023	DC-FB2024 ALARM/ESUITE/C	241.82	
			152688693	11/1/2023	DC-FB2024 EQUIP LSE/EXT S	501.05	
			152666925	10/31/2023	LABOR/TRIP CHRGR @ 87101	689.00	
			152688674	11/1/2023	DC-FB2024 ALARM/EXT SVC	229.65	
			152688675	11/1/2023	DC-FB2024 ALARM/EXT SVC	271.94	
			152688676	11/1/2023	DEC2023 ALARM/EXT SVC PL	1,297.26	
			152688677	11/1/2023	DC-FB2024 ALARM/EXT SVC	560.94	
			152688678	11/1/2023	DC-FB2024 FIRE, 87101 AVE	176.15	
			152688679	11/1/2023	DC-FB2024 FIRE INSPECTION	234.00	
			152688680	11/1/2023	DC-FB2024 EQUIP LSE/EXT S	301.85	
			152688681	11/1/2023	DC-FB2024 ALARM/EXT SVC	234.00	
			152688682	11/1/2023	DC-FB2024 FIRE/EXT SVC PL	300.00	
			152688683	11/1/2023	DC-FB2024 FIRE, 84625 BAGI	281.01	
			152688684	11/1/2023	DEC2023 CELL/EXT SVC PLN	142.47	
			152688685	11/1/2023	DC-FB2024 ALARM/EXT SVC	243.71	
			152688686	11/1/2023	DC-FB2024 ALARM/EXT SVC	255.56	
			152688687	11/1/2023	DC-FB2024 ALARM/EXT SVC	233.22	
			152688688	11/1/2023	DC-FB2024 ALARM/EXT SVC	247.79	
			152688694	11/1/2023	DC-FB2024 EQUIP LSE/EXT S	1,632.55	8,718.92
118180	12/13/2023	46835	AIR AND HOSE SOURCE, INC.	11/16/2023	MALE JIC X MALE ORB 90 AD	78.86	78.86
118181	12/13/2023	53621	ALL THE RIGHT CONNECTION	7649	WE 11/12: COYT+FELIX	3,128.00	
			7666	11/20/2023	WE 11/19: COYT+FELIX	3,238.40	
			7701	12/4/2023	WE 12/3: COYT+FELIX+MONF	4,048.00	
			7650	11/14/2023	WE 11/12: F. SILVA	883.20	
			7665	11/20/2023	WE 11/19: F. SILVA	1,104.00	
			7685	11/28/2023	WE 11/26: F. SILVA	828.00	
			7686	11/28/2023	WE 11/26: COYT+FELIX+RAM	2,870.40	16,100.00
118182	12/13/2023	42251	ARCOS, MARIA	Ck 12/13/23	VOUCHER 94, 8/23-11/26	294.21	294.21
118183	12/13/2023	50867	ARCTIC GLACIER USA, INC.	M530015251A	BAL DUE- 12/8 SNOW EVENT	6,035.97	6,035.97



Bank : wfb WELLS FARGO BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118184	12/13/2023	03650	BARBARA SINATRA CHILDREN	Oct 2023	11/6/2023 10/11+18+24 SVCS: LAW ENF	693.00	693.00
118185	12/13/2023	00836	BIO-TOX LABORATORIES	45010	10/31/2023 8/28 LAB SERVICES	128.83	
			45011	10/31/2023	8/28, 9/11+25, 10/10+23 LAB S	1,799.95	1,928.78
118186	12/13/2023	54517	BLACK KNIGHT TECHNOLOGI	10303231	11/15/2023 OCT2023 SITXPRO SBSCRPT	250.00	250.00
118187	12/13/2023	50383	BOSS DESIGNS	541	11/2/2023 18X12 COACHELLA DECALS	565.69	565.69
118188	12/13/2023	52723	BRIGHT EVENT RENTALS, LLC	745885	11/5/2023 10/20-21 TENT+LED LIGHT+C	4,415.62	
			745886	11/5/2023	10/20-21 SIDEWALL RNTLS	4,590.43	
			745887	11/5/2023	10/20-21 TENT+SFTY PKG RM	3,716.70	
			745888	11/5/2023	10/20-21 CONCRETE BLOCK I	2,519.88	
			745889	11/5/2023	10/20-21 TENT+CONCRETE B	3,692.92	
			745956	11/5/2023	10/21 BAR 8' RNTLS	3,281.66	
			745957	11/5/2023	10/21 CHAIR+LINEN+TABLE+H	3,539.96	
			745958	11/5/2023	10/21 UMBRELLA+COCKTAIL	4,835.41	
			747285	11/5/2023	10/21 LINEN RNTLS	144.93	30,737.51
118189	12/13/2023	42459	BRUDVIK, INC.	58758	11/15/2023 BALANCE DUE- 11/11 RNTLS	504.00	
			58713	11/8/2023	BALANCE DUE- 11/1-2 RNTLS	237.00	741.00
118190	12/13/2023	44494	BURRTEC WASTE & RECYCLIBD	11/1/23	11/1/2023 AC 44-BS 405340, 85075 AVE	65.38	65.38
118191	12/13/2023	46356	C.V. CONSERVATION COMMIS	Oct2023	11/20/2023 OCT2023 LDMF MULTI-SPECI	11,261.25	11,261.25
118192	12/13/2023	43634	CACEO	200027213	11/1/2023 CCEO APP FEE- J. ZENDEJAS	210.00	
			200027348	11/16/2023	CCEO APP FEE- J. NAVARRO	210.00	420.00
118193	12/13/2023	53423	CBE OFFICE SOLUTIONS	IN2681017	11/20/2023 ACC CC3502, COLOR COPIEF	1,111.71	
			IN2685162	12/5/2023	ACC CC3502, COLOR COPIEF	473.46	1,585.17
118194	12/13/2023	02048	CDW GOVERNMENT, INC.	NB68739	11/13/2023 HP LASERJET ENTERPRISE S	1,459.73	
			MX50726	11/7/2023	APPLE 11 IPAD PRO, ETC	1,130.70	2,590.43
118195	12/13/2023	43470	CERTIFIED LABORATORIES	8359808	8/22/2023 CERTOP INDUSTRIAL ISO 320	551.38	551.38
118196	12/13/2023	55528	CHAPA JR., MIGUEL	Refund	11/21/2023 DEPOSIT REFUND- 11/18 VET	300.00	300.00
118197	12/13/2023	07950	CITY OF COACHELLA	Oct 2023-LLD's	10/31/2023 OCT2023 WATER- LLD'S	17,817.38	
			Oct 2023	10/31/2023	OCT2023 WATER- ST, PARKS	61,575.87	79,393.25
118198	12/13/2023	00981	CMRTA	3438	12/1/2023 2024 MBRSHRPNWL: CESAR	150.00	150.00

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118199	12/13/2023	53220	COACHELLA ACE HARDWARE	6246/1	11/7/2023 BATTERIES ALKALINE C 8PK	22.82	
				6271/1	11/10/2023 GARDEN HOSE & 1GAL SPRAY	177.22	
				6280/1	11/12/2023 BROOM/DUST PAN	27.17	
				6283/1	11/13/2023 DUCT TAPE, GRD CORD OUT	84.69	
				6286/1	11/13/2023 TAPE MEASURE LEVRLOCK	9.77	
				6289/1	11/14/2023 TAPE MEASURE COMPACT	20.65	
				6257/1	11/8/2023 WHEELBARROW 6CF STEEL	298.75	
				6334/1	11/21/2023 BATTERY ALKALINE AA 20PK	93.27	
				6335/1	11/21/2023 GORILLA SILVER TAPE, ETC	46.73	
				6350/1	11/27/2023 SPIGOT REPLACEMENT IGLC	67.38	
				6351/1	11/27/2023 ALL SEASONS HOSE, PLASTIC	83.00	
				6159/1	10/19/2023 TIE DOWN W/ RTCH YLW	135.88	
				6221/1	11/2/2023 BLEACH & FEBREZE	23.89	
				6239/1	11/4/2023 ACE GARDEN GLOVES	18.47	
				6291/1	11/14/2023 FASTBACK UTIL KNIFE SET, E	43.48	
				6293/1	11/14/2023 10CT 40" UV BLACK SHD	30.22	
				6295/1	11/15/2023 BATTERY ALKALINE AAA 8PK	8.14	
				6309/1	11/16/2023 LED C10 E12 SW 60W 2PK, E	70.63	1,262.16
118200	12/13/2023	54137	CONSERVE LANDCARE LLC	246526	8/31/2023 8/28 INSTLL'D DG @ DIST 38	2,938.00	
				267184	10/19/2023 10/9 RPR'D IRRGTN @ DIST 1	188.50	
				269379	10/26/2023 10/20 RPR'D IRRGTN @ DIST	111.79	
				272875	10/31/2023 10/13 RMV'D/INSTLL'D TREE (	685.00	
				272876	10/31/2023 10/31 RMV'D BRANCH @ DIST	225.00	
				273080	10/31/2023 10/31 RPR'D IRRGTN @ DIST	182.69	
				278376	11/30/2023 NOV2023 LNDSCEPE MAINT @	58,299.00	
				270456	10/31/2023 10/25 RPR'D IRRGTN @ DIST	160.40	
				270457	10/31/2023 10/26 RPR'D IRRGTN @ DIST	314.70	
				270458	10/31/2023 10/23 RPR'D IRRGTN @ DIST	252.41	
				272874	10/31/2023 10/31 INSTLL'D DG @ DIST 34	12,216.00	75,573.49
118201	12/13/2023	01924	CONSOLIDATED ELECTRICAL	3298-1023778	11/16/2023 0-75W 12VAC XFMR, ETC	613.68	613.68
118202	12/13/2023	00214	CORONET CONCRETE PROD	1178938	10/19/2023 6.0 SACK EQ 60/40 FA	687.13	687.13
118203	12/13/2023	11800	COUNTY OF RIVERSIDE	AN0000002803	11/21/2023 OCT2023 ANL SHLTR+FIELD+	43,868.33	43,868.33
118204	12/13/2023	52279	COUNTY OF RIVERSIDE	23-24Q1	10/13/2023 JULY-SEP2023 EMERGENCY	20,000.00	20,000.00

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118205	12/13/2023	48603	CV STRATEGIES	7657	11/21/2023 POSTCARDS: LLMD	964.76	
				7626	11/9/2023 OCT2023 STRATEGIC COMM	465.00	
				7627	11/9/2023 OCT2023 STRATEGIC COMM	508.75	1,938.51
118206	12/13/2023	09650	CVAG	CV24057-23	11/10/2023 PE7/29 ATP- ARTS AND MUSI	5,514.44	
				Oct2023	11/20/2023 OCT2023 TUMF FEES	17,850.00	23,364.44
118207	12/13/2023	54790	DALKE & SONS CONSTRUCTI	13	10/31/2023 PE10/31 FIRE STATION REHA	35,482.02	35,482.02
118208	12/13/2023	54135	DEL VALLE INFORMADOR INC	2023-210	11/23/2023 11/30+12/7 AD: HOLIDAY PAR	1,000.00	1,000.00
118209	12/13/2023	42219	DELL FINANCIAL SERVICES	10681861210	6/27/2023 OPTIPLEX SMALL FORM FAC	5,922.74	5,922.74
118210	12/13/2023	12870	DEPARTMENT OF JUSTICE	697492	11/3/2023 OCT2023 BLOOD ALCOHOL A	280.00	
				697551	11/3/2023 JULY-AUG2023 BLOOD ALCO	140.00	
				694470	11/3/2023 OCT2023 FINGERPRINTS	49.00	469.00
118211	12/13/2023	00118	DEPARTMENT OF TRANSPOR	SL240159	11/16/2023 JULY-SEP2023 TRAFFIC SIGN	3,265.54	3,265.54
118212	12/13/2023	01089	DESERT ELECTRIC SUPPLY	S3124026.001	10/30/2023 GE ERLC007C527AGRAYL097	1,480.86	
				S3124034.001	10/30/2023 GE ERL1011C527AGRAYLX30	2,193.11	
				S3124036.001	10/30/2023 GE ERL2023C540AGRAYL238	3,195.79	6,869.76
118213	12/13/2023	47952	DESERT LIVE SCAN	7533	11/28/2023 NOV2023 EMPLOYEE FINGEF	25.00	25.00
118214	12/13/2023	53007	DESERT PROMOTIONAL &	95205	11/2/2023 POLOS W/ EMBROIDERY	712.86	712.86
118215	12/13/2023	13700	DEWEY PEST CONTROL INC.	16258350	11/1/2023 AC103361, NOV2023, SENIOR	80.00	
				16264288	11/1/2023 AC1434611, NOV2023, DIST 3:	60.00	
				16264296	11/1/2023 AC1450610, NOV2023, DE OR	160.00	
				16271817	11/1/2023 AC2012540, NOV2023, 51301 I	1,200.00	
				16271818	11/1/2023 AC2012536, NOV2023, 48400 '	1,200.00	
				16281900	11/1/2023 AC1281215, NOV2023, SIERR	301.00	
				16281901	11/1/2023 AC1281218, NOV2023, 51251 I	900.00	3,901.00
118216	12/13/2023	54233	DJ2A ENTERTAINMENT	612	11/17/2023 11/29 DJ @ TREE LIGHTING	200.00	
				614	11/17/2023 12/8 DJ @ HOLIDAY PARADE	750.00	950.00
118217	12/13/2023	55527	DOKKEN ENGINEERING	44204	9/6/2023 PE8/31 GRPFRT/AIRPORT BL'	1,685.00	
				44425	10/6/2023 PE9/30 GRPFRT/AIRPORT BL'	1,865.00	3,550.00
118218	12/13/2023	55529	DURAN, LEYLANII	Stipend	11/21/2023 COACHELLA RESIDENT ENG,	250.00	250.00
118219	12/13/2023	42223	DXP ENTERPRISES, INC.	54067678	11/15/2023 LMI 108GPD 50PSI PUMP	3,420.41	3,420.41
118220	12/13/2023	14700	E. S. BABCOCK & SONS, INC.	CK30463-0076V	11/8/2023 AUG-OCT2023 LAB SAMPLES	6,307.43	
				CK30465-0076D	11/8/2023 SEPT-OCT2023 LAB SAMPLE:	5,354.75	11,662.18
118221	12/13/2023	49635	EISENHOWER MEDICAL CEN	^Sep 2023	10/13/2023 AC #700000133, SEP2023 SVC	1,600.00	1,600.00
118222	12/13/2023	52611	ELEVEN WESTERN BUILDER	Deposit	11/16/2023 DUST CONTROL DEPOSIT- FI	2,000.00	2,000.00
118223	12/13/2023	54844	ESPINOZA, ANTONIO	002	11/17/2023 11/29 TREE LIGHTING CATER	1,632.96	1,632.96



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118224	12/13/2023	15750	FEDEX	8-334-13512	12/1/2023	NOV2023 FEDEX SVCS	11.02	
				8-320-50136	11/17/2023	NOV2023 FEDEX SVCS	38.05	49.07
118225	12/13/2023	51141	FENCEWORKS RENTAL SYST	137160	9/29/2023	INSTLL'D+1MO FENCE RNTL	2,777.40	
				137161	9/29/2023	INSTLL'D+1MO FENCE RNTL	2,473.12	
				137638	11/13/2023	INSTLL'D+1MO FENCE RNTL	4,894.06	
				137640	11/13/2023	INSTLL'D+1MO FENCE RNTL	4,986.58	15,131.16
118226	12/13/2023	54132	FLAT BLACK ART SUPPLY INC	INV00532	11/16/2023	RPR'D VETERANS MEMORIAI	700.00	700.00
118227	12/13/2023	52145	FLORES, JESSE	0385	11/28/2023	11/29 PERFORMANCE @ TRE	2,000.00	2,000.00
118228	12/13/2023	51494	GARDA CL WEST, INC.	10762567	11/28/2023	DEC2023 ARMORED TRANSP	1,152.80	
				10762573	11/28/2023	DEC2023 CASHLINK MAINTEN	1,432.36	
				20585401	10/31/2023	OCT2023 OFF DAY IN-ROUTE	434.30	3,019.46
118229	12/13/2023	54740	HEPTAGON SEVEN CONSULT	20231101	11/3/2023	AG/NV2023 CIVIL ENGINEERI	1,200.00	
				20231107	11/15/2023	NOV2023 CIVIL ENGINEERING	460.00	
				20231108	11/20/2023	PE11/20 ROUNDAABOUT AT AV	7,270.00	8,930.00
118230	12/13/2023	55303	IDS GROUP, INC.	23X047.00-2	10/31/2023	PE10/31 LIBRARY ANNEX SVC	11,128.50	11,128.50
118231	12/13/2023	20450	IMPERIAL IRRIGATION DISTRI	50035560-AG23	11/5/2023	AC50035560, 7/29-8/28, ST LIC	85.99	
				50035560-OT23	11/7/2023	AC50035560, 9/28-10/26, ST LI	26,392.62	
				50035560-SP23	11/6/2023	AC50035560, 8/29-9/27, ST LIC	27,033.29	
				MdOT-MdNV	11/15/2023	MID OCTOBER-MID NOVEMB	71,892.97	125,404.87
118232	12/13/2023	45108	IMPERIAL SPRINKLER SUPPL	0013485008-001	11/16/2023	IPS PVC CEMENT 721 1/2 PIN	16.91	
				0013320852-003	11/9/2023	HUNTER 1" PRO PLST STR V	237.70	
				0013321217-001	11/7/2023	FX ZDC REPLACEMENT KIT	924.85	
				0013324094-001	11/14/2023	NDS VALVE BOX LID SAND PI	247.74	
				0013456460-001	11/14/2023	IPS PVC CEMENT 711 PINT, E	44.14	
				0013561864-001	11/27/2023	PVC RAIN BOOT	21.74	
				0013526097-001	11/20/2023	RB 8005 ROTOR PC/FC	734.07	
				0013543080-001	11/22/2023	SIMPLOT BEST TRIPLE PRO	957.87	
				0013368288-001	11/7/2023	50LB YARA TURF ROYALE	2,798.05	
				0013376332-001	11/7/2023	CORONA POST HOLE DIGGE	77.78	
				0013397122-001	11/8/2023	HUNTER MP ROTATOR, ETC	284.92	6,345.77
118233	12/13/2023	00932	INDIO CAR WASH, INC.	011-00018-23	11/1/2023	OCT2023 CAR WASH SERVIC	105.00	105.00
118234	12/13/2023	53801	INFOSEND, INC.	251525	11/30/2023	NOV2023 UTILITY BILLING RE	4,945.33	4,945.33
118235	12/13/2023	42444	JERNIGANS SPORTING GOO	[Sta 10/31/23	10/31/2023	OCT2023 COUNCIL WORK BC	483.81	483.81
118236	12/13/2023	01948	KIMBALL MIDWEST	101617485	11/7/2023	3X1/16X3/8 ZIR CUT-OFF, ETC	88.75	88.75
118237	12/13/2023	48293	KOA CORPORATION	JB92071-39	11/15/2023	PE10/27 AVE 50 IMPROVEME	1,300.00	1,300.00

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118238	12/13/2023	44047	KONICA MINOLTA BUSINESS 9009642181	11/13/2023	BIZHUB C454E, 1515 6TH ST,	344.93	344.93
118239	12/13/2023	54046	LERMA, ARMANDO M. 2023 Grant	11/28/2023	CANNABIS EQUITY GRANT P	210,000.00	210,000.00
118240	12/13/2023	45257	LIEBERT CASSIDY WHITMORI253855	10/31/2023	PE10/31: #CO015-00009	8,210.25	8,210.25
118241	12/13/2023	24600	LOPES HARDWARE 000327	10/19/2023	PADLOCKS, BRASS FITTINGS	572.36	
			428	10/27/2023	EXTENSION CORD, GLOVES,	443.55	1,015.91
118242	12/13/2023	53830	LOPEZ, YOLANDA M. Edu Reimb	11/27/2023	FY23/24 EDUCATION REIMBU	3,000.00	3,000.00
118243	12/13/2023	54600	LORA, RISSETH MIqe	11/29/2023	AUG-NOV2023 MILEAGE REIM	185.76	185.76
118244	12/13/2023	49561	LSAASSOCIATES, INC. 188333	5/11/2023	PE4/30 GPA EIR ADDENDUM	12,728.75	
			189078	6/30/2023	PE6/30 GPA EIR ADDENDUM	2,537.50	15,266.25
118245	12/13/2023	54725	MARCUS NETWORKING 59932	11/27/2023	DEC2023 NETWORK MONITC	420.00	
			60078	12/1/2023	JAN2024 NETWORK MNTRNC	1.92	421.92
118246	12/13/2023	25900	MEREDITH & SIMPSON CONS230954	9/30/2023	9/20 TRBLSHT/RPR'D PUMP (	184.31	184.31
118247	12/13/2023	51579	METLIFE- GROUP BENEFITS Dec2023	11/15/2023	DEC2023 DENTAL/VISION/LIF	544.01	
			Dec2023	11/15/2023	DEC2023 DENTAL/VISION/LIF	12,810.80	13,354.81
118248	12/13/2023	01882	NORTHERN TOOL & EQUIPME52911096	11/20/2023	1YR ADVANT RENEWED	43.49	43.49
118249	12/13/2023	52757	OLLIN STRATEGIES 212	10/15/2023	OCT2023 CONSULTING SVCS	5,000.00	5,000.00
118250	12/13/2023	47192	O'REILLY AUTO PARTS 2855-210468	10/30/2023	TOGGLE SW	20.77	
			2855-210602	10/30/2023	TOGGLE SW	52.83	
			2855-211311	11/2/2023	BATTERY	186.96	
			2855-213316	11/8/2023	100Z PLAST CLN	21.73	
			2855-214777	11/13/2023	BATTERY	121.18	
			2855-217325	11/21/2023	IGN COIL & IRIIDIUM PLUG	130.39	
			2855-217384	11/21/2023	IGN COIL	340.39	
			2855-219264	11/27/2023	5QT MOTOR OIL, OIL FILTER	174.60	
			2855-214879	11/13/2023	AIR FILTER	19.87	
			2855-215114	11/14/2023	MSTR CYL CAP	12.46	
			2855-215507	11/15/2023	WIPER BLADE	32.52	
			2855-215754	11/16/2023	BATTERY	149.49	
			2855-215820	11/16/2023	OIL FILTER, 5QT MOTOR OIL,	122.34	
			2855-217004	11/20/2023	BATTERY	186.96	1,572.49
118251	12/13/2023	49551	PEST CONTROL SOLUTIONS C12	11/8/2023	11/8 BEEHIVE REMOVAL @ DI	325.00	325.00
118252	12/13/2023	02028	PETE'S ROAD SERVICE, INC. 23-0717441-00	11/18/2023	FLAT REPAIR	37.61	
			23-0714919-00	11/9/2023	SVC CALL: BACKHOE FLAT R	170.51	
			23-0716153-00	11/15/2023	MOUNT/BALANCE NEW TIRE	1,144.77	1,352.89
118253	12/13/2023	53531	PIP PRINTING RIVERSIDE/CO 401513	10/30/2023	POSTCARDS- RUN W/ LOS M	1,296.05	1,296.05



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118254	12/13/2023	01395	PJ'S DESERT TROPHIES & GII26556	9/29/2023	BAL DUE- EMPLOYEE RECOC	1,804.68	
			26698	11/21/2023	OCTAGON ACRYLIC AWARDS	1,894.89	
			26738	12/2/2023	24"X12" MAGNETS & PAPER S	486.34	
			26720	11/28/2023	HOMETOWN HERO PLAQUES	220.72	4,406.63
118255	12/13/2023	42759	PROPER SOLUTIONS, INC.	15320	11/10/2023 WE 11/10: V. MALDONADO	697.95	
			15343	11/17/2023	WE 11/17: V. MALDONADO	383.90	
			15344	11/17/2023	WE 11/17: V. MALDONADO	423.00	
			15319	11/10/2023	WE 11/10: J. FERNANDEZ	1,208.40	
			15368	11/24/2023	WE 11/24: N. NOVOA	1,151.70	3,864.95
118256	12/13/2023	52306	QUINN COMPANY	25926301	8/24/2023 8/21-23 CENT TRASH PUMP-I	435.39	
			26602501	11/14/2023	10/27-11/13 KNUCKLEBOOM/4	2,665.76	
			26654601	11/14/2023	11/2-13 KNUCKLEBOOM/4WD	2,747.22	
			WOG00017877	10/19/2023	RPLC'D FUEL PUMP/GOVERN	6,637.69	
			WOG00018117	11/10/2023	RPLC'D FUEL RAIL @ WELL #	1,392.78	13,878.84
118257	12/13/2023	52470	R & R TOWING	59526	9/24/2023 9/24 TOWING: HWY 86/AVE 50	452.50	
			59528	9/24/2023	9/24 TOWING: AVE 52/TRIPOL	362.00	
			59707	10/14/2023	10/14 TOWING: 85041 AVE 52	271.00	
			59717	10/24/2023	10/24 TOWING: HARRISON/A	271.00	1,356.50
118258	12/13/2023	42443	RDO EQUIPMENT CO.	P9574745	11/10/2023 CABLE	588.88	588.88
118259	12/13/2023	54500	RELIABLE TRANSLATIONS CC26318	11/6/2023	11/6 DOCUMENT TRANSLATI	263.56	
			26343	11/8/2023	11/8 CC MTG SVCS	686.00	
			26399	11/14/2023	11/14 COMMUNITY HEALTH &	532.30	
			26382	11/14/2023	11/14 DOCUMENT TRANSLAT	75.00	
			26385	11/14/2023	11/14 DOCUMENT TRANSLAT	75.00	
			26458	11/21/2023	11/21 PARK & REC MTG SVCS	147.00	
			26414	11/15/2023	11/15 PLANNING COMM MTG	490.00	
			26459	11/21/2023	11/21 COMMUNITY ENGMNT (	507.80	2,776.66
118260	12/13/2023	52365	RESORT PARKING SERVICES9630	10/31/2023	11/4 RUN W/ LOS MUERTOS S	950.00	
			9677	11/21/2023	12/8 HOLIDAY PARADE SVCS	2,260.00	
			9681	11/30/2023	12/8 ADDTNL HOLIDAY PARAI	502.50	3,712.50
118261	12/13/2023	48608	REYES COCA-COLA BOTTLIN38560893026	11/15/2023	SOFT DRINKS & BOTTLED W.	1,058.62	1,058.62
118262	12/13/2023	55272	SALAS, LAWRENCE Y.	112023	12/4/2023 NOV2023 CITIZENSHIP CLAS	1,305.00	1,305.00
118263	12/13/2023	55539	SANDOVAL, ROBERTO	Refund	12/4/2023 DEPOSIT REFUND- 11/25-27 C	600.00	600.00
118264	12/13/2023	52049	SEECCLICKFIX INC.	281455	11/28/2023 JAN2024/25 ANALYZE+CONNI	21,877.08	21,877.08
118265	12/13/2023	44581	SIGNARAMA	INV-119471	11/21/2023 RMV'D/INSTLL'D MONUMENT	3,290.00	3,290.00

Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118266	12/13/2023	54666	SIGNATURE TRUCK TOPS 8396	10/19/2023	INSTLL'D POWER STEPS ON	3,633.75	3,633.75
118267	12/13/2023	46733	SIMPLOT TURF & HORTICULT 208150263	11/17/2023	TORDON RTU	68.96	68.96
118268	12/13/2023	54972	SOUTHWEST CARPENTERS LRefund	11/21/2023	DEPOSIT REFUND- 9/23 & 11/	300.00	300.00
118269	12/13/2023	54620	SOUTHWEST PROTECTIVE S12055	11/1/2023	OCT2023 SECURITY SVCS @	4,183.20	
			12056	11/1/2023	OCT2023 PATROL SVCS @ LL	4,748.80	
			12057	11/1/2023	OCT2023 SECURITY SVCS @	7,221.00	
			12058	11/1/2023	OCT2023 PATROL SVCS @ BI	7,360.64	23,513.64
118270	12/13/2023	52595	STAPLES BUSINESS CREDIT 7617615597-0-1	10/24/2023	FRESHENER, RUBBERBANDS	132.42	
			7618949122-0-1	11/13/2023	QUARTERLY PLANNER	83.62	
			7618949122-0-2	11/8/2023	2024 DESK TOP CALENDAR	13.06	
			7618630561-0-2	11/6/2023	11X17 NAT WHITE WOVE 50P	57.63	
			7619485094-0-2	11/14/2023	WHT TEASPN 420CT	41.97	
			7617823466-0-1	10/26/2023	SPLS 8.5X11 REC COPY CS, E	191.85	
			7618630561-0-1	11/3/2023	HP 952XL BLK/CMY INK 5PK, I	416.13	
			7619481881-0-2	11/14/2023	SPLS 8.5X11 REC COPY CS	137.48	
			7619481881-0-3	11/14/2023	TR GEL STIC FINE ASST 12PK	36.52	
			7903588897-0-1	9/28/2023	COKE 12PK, SPRITE 12PK, E	91.99	
			7619411811-0-1	11/13/2023	BANKERS BOX BASIC L/L	54.36	
			7615471638-0-2	9/28/2023	NAPKINS	62.63	
			7617163853-0-1	10/17/2023	POST-IT 3X3, BINDER VIEW 1	78.58	
			7617859677-0-1	10/26/2023	PILOT G-2 RT GEL FINE, SHA	74.62	
			7617859677-1-1	11/1/2023	PERM MRKER ULTRA FINE	-10.31	
			7617859677-2-1	11/1/2023	PILOT G-2 RT GEL FINE	-14.45	
			7619485094-0-1	11/14/2023	STPLS 8.5X11 RED COPY, PA	325.62	1,773.72
118271	12/13/2023	00102	SUNLINE TRANSIT AGENCY INV07326	10/31/2023	OCT2023 CNG FUEL	809.72	809.72
118272	12/13/2023	55425	SUNTECH ENERGY INC. 34284	9/21/2023	TRBLSHT/RPR'D INVERTER (	2,300.00	2,300.00
118273	12/13/2023	55420	SUPERB ENGINEERING 1006	10/25/2023	PE10/31 RETENTION BASIN L	87,358.20	87,358.20
118274	12/13/2023	54550	TBU INC. 49586	11/6/2023	11/2 RPR'D VALVES @ CESAF	5,980.00	5,980.00
118275	12/13/2023	43837	TERRA NOVA PLANNING & RETN022205	10/1/2023	PE9/30 AIRPORT BUSINESS F	3,544.33	3,544.33
118276	12/13/2023	37600	THE DESERT SUN 0006003483	10/31/2023	OCT2023 PUBLISHED ADS	1,012.00	1,012.00
118277	12/13/2023	51918	THE GREATER COACHELLA V25158	11/20/2023	STATE OF THE CITY & BUSIN	552.00	
			40257	10/31/2023	OCT-DEC2023 QTRLY DISBU	19,000.00	
			40258	11/1/2023	JAN-MAR2024 QTRLY DISBU	19,000.00	38,552.00
118278	12/13/2023	54879	THREE PEAKS CORP 7360	11/15/2023	RETENTION- BGDMA PARK C	43,182.84	43,182.84
118279	12/13/2023	51093	T-MOBILE USA, INC. 9533189140	5/11/2023	4/21-28 GPS LOCATE	100.00	100.00



Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118280	12/13/2023	38250	TOPS N BARRICADES	1103375	11/8/2023 10/20-11/6 CHNGBLE MSG SIC	2,625.00	
				1103379	11/8/2023 11/3-6 K-RAIL PLASTIC RNTLS	342.00	
				1103396	11/8/2023 11/3-6 BARRICADE RNTLS	921.28	
				1103470	11/13/2023 10/20-11/12 CHNGBLE MSG S	1,245.00	
				1103471	11/13/2023 10/27-11/13 CHNGBLE MSG S	2,535.00	7,668.28
118281	12/13/2023	55531	TRINITY EQUIPMENT INC	114119-0002	11/24/2023 11/6-12/3 TURF TOP DRESSE	5,032.00	
				114375-0001	11/21/2023 11/6-12/3 UTV 2 SEATER 4X4,	3,760.76	8,792.76
118282	12/13/2023	44978	TRI-STATE MATERIALS, INC.	108940	10/23/2023 DESERT GOLD DG BLENDED	1,530.24	
				108745	10/23/2023 DESERT GOLD DG BLENDED	4,772.42	
				108771	10/25/2023 DESERT GOLD DG BLENDED	4,758.89	
				108785	10/27/2023 DESERT GOLD DG BLENDED	1,579.21	
				108984	11/1/2023 3/8" APACHE BROWN	179.06	12,819.82
118283	12/13/2023	52593	TROLL FAMILY LIMITED	Nov2023	11/15/2023 LEASE PYMNT OF APN 603-24	5,400.00	5,400.00
118284	12/13/2023	43751	USA BLUEBOOK	INV00185822	11/3/2023 EXTENSION CABLE 25'L 7-PIN	166.49	166.49
118285	12/13/2023	55530	VENLO RV	549951	11/1/2023 5K JACK & JACK FOOT PLATE	79.28	
				549957	11/2/2023 7.5GAL PROPANE	28.54	107.82
118286	12/13/2023	49255	VEOLIA ES TECHNICAL SOLU'EW1648474	8/25/2022	4FT FLUORESCENT LAMP RE	736.50	736.50
118287	12/13/2023	53173	VERIZON CONNECT NWF, INC(OSV000003177)	11/1/2023	OCT2023 GPS MONITORING :	1,084.73	1,084.73
118288	12/13/2023	44428	VISTA AIR CONDITIONING	7881	11/8/2023 INSTLL'D 5-TON HANDLER &	12,060.00	12,060.00
118289	12/13/2023	44775	VISTA PAINT CORPORATION	2023-256596-00	11/29/2023 MON PERMASHIELD PREMIU	7,538.28	7,538.28
118290	12/13/2023	55478	WATER EDUCATION FOR LAT	2023-57	10/31/2023 2024 WELL UNTAPPED FELLC	3,000.00	
				2023-61	10/31/2023 2024 WELL UNTAPPED FELLC	3,000.00	
				2023-65	10/31/2023 2024 WELL UNTAPPED FELLC	3,000.00	9,000.00
118291	12/13/2023	01732	WAXIE SANITARY SUPPLY	82083590	11/2/2023 CENTER LOK III PAD RETAIN	18.49	18.49
118292	12/13/2023	53200	WEST CALI PLUMBING	1546	11/20/2023 RPR'D 4" ROOF DRAIN @ PEI	550.00	
				1550	11/18/2023 RPR'D RESTROOM DRAIN SY	650.00	1,200.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118293	12/13/2023	49778	WEST COAST ARBORISTS, IN207033	10/17/2023	10/17 TREE MAINT @ LLMD	1,811.00	
			207034	10/18/2023	10/18 TREE MAINT @ LLMD	5,919.00	
			207035	10/20/2023	10/20 TREE MAINT @ LLMD	6,036.00	
			207533	11/3/2023	11/3 TREE MAINT @ LLMD	1,756.00	
			207574	11/15/2023	PE11/15 TREE MAINT @ PARI	1,270.00	
			207580	11/6/2023	11/6 TREE MAINT @ LLMD	5,919.00	
			207037	10/27/2023	10/27 TREE MAINT @ LLMD	4,895.00	
			207039	10/31/2023	10/31 TREE MAINT @ LLMD	2,388.00	
			206839	10/31/2023	PE10/31 TREE MAINT @ STRI	420.00	
			206852	10/31/2023	PE10/31 TREE MAINT @ PARI	2,664.00	
			207036	10/26/2023	10/26 TREE MAINT @ LLMD	1,751.00	
			207569	11/15/2023	PE11/15 TREE MAINT @ STRI	855.00	
			207577	11/1/2023	11/1 TREE MAINT @ LLMD	9,775.00	
			207578	11/2/2023	11/2 TREE MAINT @ LLMD	2,873.00	
			207579	11/3/2023	11/3 TREE MAINT @ LLMD	1,276.00	49,608.00
118294	12/13/2023	54433	WEX ENTERPRISE EXXONMC93247648	11/23/2023	ACC 0496-00-726338-7, 10/24-	2,909.74	2,909.74
118295	12/13/2023	48971	XPRESS GRAPHICS & PRINTII23-58140	11/29/2023	HOLIDAY TREE LIGHTING PR	82.21	
			23-58175	11/30/2023	CIUDADES HERMANAS MUR/	52.95	135.16
118296	12/13/2023	42100	ZUMAR INDUSTRIES INC 8504	11/14/2023	3/8" STEEL DRIVE RIVET	581.88	581.88
Sub total for WELLS FARGO BANK:							1,250,785.56

155 checks in this report.

Grand Total All Checks: 2,467,456.58

Date: **December 13, 2023**

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

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



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Dr. Gabriel D. Martin, City Manager

**SUBJECT:** Approve and Authorize the City Manager to Execute a Professional Services Agreement with Deaztlan Consulting for Media, Video and Event Production Services in the Amount of \$27,500

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve and authorize the City Manager to execute a professional services agreement with Deaztlan Consulting for media, video and event management services in the amount of \$27,500 for the Coachella Prospera project.

**BACKGROUND:**

TCC's Round 5 NOFA made \$88.5 million available for three (3) Implementation Grant awards at \$29.5 million each. In Round 5, TCC received six (6) Implementation Grant applications. Applications represented communities from the Inland Empire, Central Valley, San Diego, Sacramento, and the Los Angeles area. The City of Coachella submitted an application proposal to the TCC program called, Coachella Prospera. The Coachella Prospera proposal includes the following projects and plans:

- Equitable Housing and Neighborhood Development
- Transit Access and Mobility
- Solar Installation and Energy Efficiency
- Urban Greening and Green Infrastructure
- Health Equity and Well Being
- Displacement Avoidance Plan
- Community Engagement Plan
- Workforce Development and Economic Opportunity Plan
- Climate Adaptation and Resilience Plan

**DISCUSSION/ANALYSIS:**

Deaztlan Consulting is a media, governmental affairs and public relations firm who will provide its expertise to create a meaningful and memorable experience as the City prepares to make its grant funding announcement. Deaztlan Consulting will be responsible for videos, audio visual design, creating scenic sets, digital displays, on-site broadcasting, logo design, website content, social media hosting, and other design collateral (i.e. invitation, program, step and repeats, roll up banners, and swag) that will be associated with the Coachella Prospera project.

**FISCAL IMPACT**

Funding for these services will be through the General Fund.

**ALTERNATIVES:**

1. Approve and Authorize the City Manager to Execute a Professional Services Agreement with Deaztlan Consulting for Media, Video and Event Production Services in the Amount of \$27,500
2. Do Not Approve and Authorize the City Manager to Execute a Professional Services Agreement with Deaztlan Consulting for Media, Video and Event Production Services in the Amount of \$27,500

**ATTACHMENTS:**

1. Professional Services Agreement
2. Proposal

## CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of **December, 2023** by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53390 Enterprise Way, Coachella, California 92236 (“City”) and **Deaztlan Consulting**, a private corporation with its principal place of business at **78115 Calle Estado, #206, , La Quinta, CA 92253** (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

The City desires to engage Consultant to render such services for the **Coachella Prospera** (“Project”) located at 53990 Enterprise Way, Coachella, CA 92236, as set forth in this Agreement. The total compensation shall not exceed **Twenty-Seven Thousand Five Hundred Dollars (\$27,500)**. Extra Work may be authorized, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional art mural 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 13, 2023 to January 31, 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates **Tizoc Deaztlan, Owner**, 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 the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the 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.

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed

and liquidated damages the sum of **\$100 per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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

#### 3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Seven Thousand Five Hundred Dollars (\$27,500)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work, which is determined by the City to be necessary for the proper completion of the 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 Labor Code Requirements.

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

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

## 3.4 **Accounting Records.**



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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Consultant:**

Deaztlan Consulting  
78115 Calle Estado, #206  
La Quinta, CA 92253  
Attn: Tizoc Deaztlan

**City:**

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

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

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the 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 sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant 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. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the 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 the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services 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 the 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 the City.

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

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

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free

and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the 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 survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its official's officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term

referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

**CITY OF COACHELLA**

**DEAZTLAN CONSULTING**

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

By: \_\_\_\_\_  
Tizoc Deaztlan  
Owner

## EXHIBIT “A”

### SCOPE OF SERVICES

#### DEVELOPMENT & PRODUCTION

##### LOGO DESIGN

##### Research

##### Development

##### Feedback and Revision Process

##### Final Logo Design

Formats

Color Variations

Suggested Guidelines

*\*Print cost not included*

Cost: \$ 2,500.00

##### WEBSITE & SOCIAL CHANNELS

##### Hosting

##### Development of Landing Page

##### Social Media Branding

##### Social Media Profile Creation (FB, Instagram, and LinkedIn)

Cost: \$ 4,500.00

#### VIDEOS

##### 1, Launch

##### 3, Partners

##### 1, Digital Presentation

Cost: \$ 15,000.00

#### EVENT PRODUCTION & MANAGEMENT

**AV** (70" screen with stand, 2 microphones, and a speaker system)

##### AV Tech Support

**Decor** (Branded plants, branded balloons, and backdrop)

*\*Print cost not included*

Cost: \$ 3,000.00

*\*Print cost not included*

*(Deliverables will be produced in both English and Spanish)*

**Total: \$ 27,500.00**



**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

PROJECT START DATE:	DECEMBER 14, 2023
PROJECT COMPLETION DATE:	JANUARY 31, 2024

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**DEAZTLAN CONSULTING | COACHELLA PROSPERA PROJECT****DEVELOPMENT &  
PRODUCTION****LOGO DESIGN****Research****Development****Feedback and Revision Process****Final Logo Design**

Formats

Color Variations

Suggested Guidelines

*\*Print cost not included*

Cost: \$ 2,500.00

**WEBSITE & SOCIAL CHANNELS****Hosting****Development of Landing Page****Social Media Branding****Social Media Profile Creation** (FB, Instagram, and LinkedIn)

Cost: \$ 4,500.00

**DESIGN DELIVERABLES****Invitation****Program****2, Step and Repeat****2, Roll up Banners****Swag collateral***\*Print cost not included*

Cost: \$ 2,500.00

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**DEAZTLAN CONSULTING | COACHELLA PROSPERA PROJECT****VIDEOS****1, Launch****3, Partners****1, Digital Presentation**

Cost: \$ 15,000.00

**EVENT PRODUCTION & MANAGEMENT****AV** (70" screen with stand, 2 microphones, and a speaker system)**AV Tech Support****Decor** (Branded plants, branded balloons, and backdrop)*\*Print cost not included*

Cost: \$ 3,000.00

*\*Print cost not included**(Deliverables will be produced in both English and Spanish)***Total: \$ 27,500.00**



**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Reimbursement Agreement with Coachella Valley Association of Governments (CVAG) in an amount of \$825,000, Service Agreement with the County of Riverside in an amount of \$825,000, and authorize appropriation of \$50,000 from Fund 127 (Street DIF) for the design and construction of the Airport Blvd Bridge Replacement Project, City Project ST-141.

**STAFF RECOMMENDATION:**

- Authorize the Mayor to execute a Reimbursement Agreement with Coachella Valley Association of Governments (CVAG) in an amount of \$825,000;
- Authorize the City Manager to execute a Service Agreement with County of Riverside in an amount of \$825,000;
- Authorize appropriation of \$50,000 from Fund 127 (Street DIF) for the design and construction of the Airport Blvd Bridge Replacement Project, City Project ST-141.

**DISCUSSION/ANALYSIS:**

The County of Riverside has secured Highway Bridge Program (HBP) federal funds to replace the existing functionally obsolete and seismically vulnerable bridge that currently extends over the Coachella Valley Stormwater Channel with a wider two-lane bridge to meet Caltrans highway standards and seismic design codes in the amount of \$18,007,470, which is 88.53% of the HBP participating costs. The remaining 11.47% cost is \$2.3 million. The total HBP non-participating cost is \$4.3 million. The total remaining amount not covered by the federal funds is approximately \$6.6 million.

The County of Riverside, as the lead agency, in collaboration with the City of Coachella, requested regional transportation funds from Coachella Valley Association of Governments (CVAG) to cover the design and construction of a bridge replacement along Airport Boulevard from Orange Street to Desert Cactus Drive.

On June 26, 2023 Coachella Valley Association of Governments' Executive Committee moved to approve the reimbursement agreement with the County of Riverside as the lead agency for the Airport Blvd Bridge Replacement Project (Orange Street to Desert Cactus Drive), providing a not-to-exceed amount of \$4,950,000 in regional funding for eligible design and construction costs. The agreement also includes language to account for the future development of CV Link. The

agreement states that design and construction of the required CV Link undercrossing shall be included in the scope of work for the bridge, and that CVAG shall fund this added scope of work.

**FISCAL IMPACT:**

The total estimated cost of the project after accounting for federal highway bridge program funds will be approximately \$6,600,000. In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified costs, in this case the estimated as not-to-exceed \$4,950,000, as well as 100% of the CV Link costs to be determined. The County of Riverside, as Lead Agency, agrees to invoice CVAG for eligible costs. The remaining 25% Local share shall be \$1,650,000 split between the County of Riverside and the City of Coachella for a not-to-exceed amount of \$825,000.

<b>Regional Share 75%</b>	<b>Local Share 25%</b>	
<b>CVAG</b>	<b>County of Riverside (12.5%)</b>	<b>City of Coachella (12.5%)</b>
\$4,950,000.00	\$825,000.00	\$825,000.00

The County of Riverside agrees to invoice the City as outlined in the projected schedule below:

<b>Projected Disbursement Schedule</b>	<b>Amount</b>	<b>Funding Source</b>
<b>Upon execution of agreement (FY 23/24)</b>	\$50,000	Street DIF
<b>Upon completion of final PS&amp;E (projected FY 24/25)</b>	\$155,000	Measure A/SB1
<b>FY 25/26</b>	\$206,667	Measure A/SB1
<b>FY 26/27</b>	\$206,667	Measure A/SB1
<b>FY 27/28</b>	\$206,666	Measure A/SB1

**Grand Total: \$825,000**

With this action, City Council authorizes the appropriation of \$50,000 from Fund 127 (Street DIF) for the deposit, as stated in the Service Agreement with the County of Riverside. Remaining funds will be appropriated with future Measure A and SB1 funds to be brought back to council.

**ATTACHMENTS:**

1. Reimbursement Agreement – Coachella Valley Association of Governments
2. Service Agreement – County of Riverside
3. Project Vicinity Map

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

**AGENCY REIMBURSEMENT AGREEMENT  
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE**

**DESIGN AND CONSTRUCTION COSTS FOR  
AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT (ORANGE STREET  
TO DESERT CACTUS DRIVE)**

**THIS AGREEMENT** is made and entered into this **26<sup>th</sup> day of June 2023**, by and between the **County of Riverside ("Agency")**, and the **Coachella Valley Association of Governments**, a California joint powers agency, **("CVAG")**, and is made with reference to the following background facts and circumstances:

**RECITALS**

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee "TUMF" Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

Under CVAG's policy of funding eligible projects with member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the Project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible Project costs (the Regional Share). Historically, the CVAG Regional Share has been paid as a reimbursement to the Jurisdiction, as invoices are submitted and approved.

Agency desires to proceed with the design and construction phases for the **Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)**, providing a not-to-exceed amount of **\$4,950,000** in regional funding for eligible design and construction costs.



Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

**CVAG's share of the Project cost is not-to-exceed \$4,950,000**, being the maximum approved Regional Share of the Project costs.

**NOW, THEREFORE**, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in CVAG's Transportation Project Prioritization Study or specifically authorized by CVAG's Executive Committee. The Project was specifically approved by CVAG's Executive Committee as consistent with the TPPS on June 26, 2023, and is therefore eligible.
2. The Project is generally described as and consists of the following: **design and construction costs for Airport Boulevard bridge replacement project (Orange Street to Desert Cactus Drive)**. These services will hereinafter be referred to as the "Project".
3. This project will intersect the Coachella Valley-wide project known as the CV Link. As such, Agency shall obtain a cost-proposal for the design and construction of the required CV link under-crossing. If CVAG is agreeable to the cost proposal, a written amendment to the Agreement shall be executed by the parties to include the design and construction of the required CV Link under-crossing in the scope of work for this project. CVAG shall be responsible to contribute additional regional funding to cover one hundred percent (100%) of the cost for this added scope of work. For the avoidance of doubt, the parties agree no Local Share will be required for this added scope of work.
4. The scope of work of the Project is more particularly described in **Exhibit "A"**, entitled "Scope of Services " attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in **Exhibit "B"** - "Estimate of Cost", attached hereto and made a part hereof. The cost estimates include a calculation intended to allow Agency to recover an amount representing the time of its employed staff in working on the Project as well as amount Agency shall pay to outside contractors in connection with the Project. CVAG's cost share for the project will be as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

**This Agreement shall establish a Time Trigger, which will require that the start of the *Construction Phase* of the Project must begin by June 26, 2025.**

5. It is the agreement between CVAG and Agency that of the total estimated cost of the project after accounting for federal highway bridge program funds will be

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

approximately \$6,600,000, CVAG' Regional Share will equal \$4,950,000, and the Local share shall be \$1,650,000, as well as equal one hundred percent (100%) of all costs not eligible for reimbursement by CVAG. This Agreement shall establish that CVAG may decline or delay regional funds should it be determined that such action is necessary to maintain a minimum balance of regional funds.

6. Agency agrees to seek reimbursement of only those costs which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.
7. Agency shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, Agency shall submit invoices to CVAG requesting reimbursement of seventy-five percent of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to Agency, and documents evidencing Agency's payment of the invoices or demands for payment. Agency shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. Agency shall submit invoices not more often than monthly and not less often than quarterly.

6.1 Upon receipt of an invoice from Agency, CVAG may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by CVAG to Agency within thirty (30) days.

6.2 If a post-payment audit or review indicates that CVAG has provided reimbursement to Agency in an amount in excess of One-Hundred Percent of eligible costs, or has provided reimbursement of ineligible Project costs, Agency shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

8. Prior to any final payment to Agency by CVAG, a final report shall be submitted to CVAG by Agency containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.
9. The format used for all bids solicited by Agency for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible.
10. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

11. Agency shall maintain an accounting of all funds received from CVAG pursuant to this Agreement in accordance with generally accepted accounting principles. Agency agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the Agency on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. Agency shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

12. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Agency shall provide CVAG with immediate notice thereof.

11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Agency or any of Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

11.2 Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

13. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act

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Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

14. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.
15. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds. Prior to initiation of on-site construction, Agency agrees to provide at least one "Project Sign" to be placed in a safe and visible location near the site of construction so that all travelers passing the location have the opportunity to observe who the agencies are that are providing funds for the construction of the Project.
16. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venture with Agency as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.
17. Agency agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by Agency on each contract. Agency will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.
18. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights

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and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.

19. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.
20. Agency warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. Agency will execute and deliver to CVAG such further documents and do other acts and things as CVAG may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.
21. This Agreement may not be assigned without the express written consent of CVAG first being obtained.
22. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
23. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount which may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.
24. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.
25. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.
26. Agency warrants that the funds received by CVAG pursuant to this Agreement

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Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

27. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **County of Riverside:**

Mark Lancaster  
Director of Transportation  
County of Riverside  
3525 14<sup>th</sup> Street  
Riverside, CA 92501  
Telephone: (951) 955-6800

If to **CVAG:**

CVAG  
74-199 El Paseo Suite 100,  
Palm Desert, CA 92260  
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

28. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
29. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.
31. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
32. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.
33. Agency warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.
34. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

**ATTEST:****COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:****CVAG**



Contract No. CVAG-23-013  
Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

By: \_\_\_\_\_  
Tom Kirk, Executive Director

By: \_\_\_\_\_  
Scott Matas, Chair

**ATTEST:**

**City of Coachella**

By: \_\_\_\_\_  
Delia Granados, City Clerk

By: \_\_\_\_\_  
Steven Hernandez, Mayor

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

**EXHIBIT "A"****SCOPE OF SERVICES****AGENCY REIMBURSEMENT AGREEMENT  
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE****DESIGN AND CONSTRUCTION COSTS FOR  
AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT (ORANGE STREET  
TO DESERT CACTUS DRIVE)**

The Scope of Services for this Project includes design and construction costs for Airport Boulevard bridge replacement project (Orange Street to Desert Cactus Drive).

The proposed scope of work for this Project includes the replacement of the existing functionally obsolete and seismically vulnerable Airport Boulevard bridge, over the Whitewater River, with a wider two-lane bridge. The project will reconstruct the connecting approach roadways to meet Caltrans highway standards and seismic design codes. The new bridge will be widened to 71 feet, that includes 6-foot-wide sidewalks on both sides, 8-foot-wide shoulders, 14-foot-wide eastbound and westbound lanes, and a 12-foot-wide striped median/turn lane. The project will also raise the bridge profile by approximately 2-3 feet to maintain a minimum freeboard from the flood water in the river.

The project shall include additional design and construction for the required CV Link undercrossing, which will be accounted for separately from the primary bridge design and replacement project. The intersection traffic signals will be constructed to be consistent with the Regional Traffic Signal Synchronization Master Plan and incorporate best practices consistent with the Regional ATP Design Guidelines.

Contract No. CVAG-23-013

Project: Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

**EXHIBIT "B"****AGENCY REIMBURSEMENT AGREEMENT  
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE****DESIGN AND CONSTRUCTION COSTS FOR  
AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT (ORANGE STREET  
TO DESERT CACTUS DRIVE)**

The total estimated cost of the project after accounting for federal highway bridge program funds will be approximately \$6,600,000. CVAG will fully fund 100% of the design and construction improvements related to CV Link, which will be accounted for separately from the primary bridge design and replacement project.

In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified costs, in this case the estimated as not-to-exceed \$4,950,000, as well as 100% of the CV Link costs to be determined. The County of Riverside as Lead Agency agrees to invoice CVAG for 75% of the eligible bridge project cost and 100% of the design and construction costs associated with CV Link. The Local Share shall be \$1,650,000 as 25% of the project cost, as well as equal one hundred percent (100%) of all costs not eligible for reimbursement by CVAG. The County of Riverside as the Lead Agency agrees to invoice the City of Coachella for any cost participation in the amount of 12.5% of the proportionate local share up to a maximum, not to exceed, amount of \$825,000.

Regional Share 75%	Local Share 25%	
<b>CVAG</b>	<b>County of Riverside (12.5%)</b>	<b>City of Coachella (12.5%)</b>
\$4,950,000.00	\$825,000.00	\$825,000.00

### Vicinity Map

Airport Blvd. Bridge Replacement at Whitewater River  
Bridge Replacement Project (Bridge No. 56C-0020),  
Federal Project Number: BRLS-5956(231)  
City Project Number: ST-141



**SERVICE AGREEMENT BY AND BETWEEN****COUNTY OF RIVERSIDE****AND****CITY OF COACHELLA****FOR****AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT****(ORANGE STREET TO DESERT CACTUS DRIVE)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Riverside, a political subdivision of the State of California, acting through its Transportation Department, (hereinafter "COUNTY") and the City of Coachella, a municipal corporation, (hereinafter "CITY"), to replace the Airport Boulevard Bridge (Br. No. 56C00xx) over Whitewater River and to construct approach roadways connecting the new bridge between Orange Street and Desert Cactus Drive (hereinafter "PROJECT"). COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES."

**RECITALS**

- A. WHEREAS, the PARTIES have determined that there is significant need to replace the existing functionally obsolete and seismically vulnerable Airport Boulevard Bridge (Br. No. 56C0020), over the Whitewater River, with a wider two-lane bridge, as shown in attached Vicinity Map "Exhibit B-1". The PROJECT will reconstruct the connecting approach roadways to meet Caltrans highway standards and seismic design codes. The new bridge will be widened to 71 feet, that includes 6-foot-wide sidewalks on both sides, 8-foot-wide shoulders, 14-foot-wide eastbound and westbound lanes, and a 12-foot-wide striped median/turn lane. The PROJECT will also raise the bridge profile by approximately 2-3 feet to maintain a minimum freeboard from the flood water in the river. The intersection traffic signals will be constructed to be consistent with the Regional Traffic Signal Synchronization Master Plan and incorporate best practices consistent with the Regional ATP Design Guidelines; and
- B. WHEREAS, the PROJECT is within the jurisdictional boundaries of both CITY and COUNTY; and
- C. WHEREAS, California Government Code Section 6502 provides that "[i]f authorized by their legislative or

## Airport Boulevard Bridge Replacement Project

governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties".

D. WHEREAS, CITY and COUNTY desire to work together to design and construct the PROJECT; and

E. WHEREAS, COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT; and

F. WHEREAS, COUNTY and CITY desire to define the terms and conditions under which said PROJECT is to be administered, engineered, coordinated, and constructed.

**AGREEMENT**

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

**SECTION 1 • COUNTY AGREES to:**

1. Act as the lead agency on behalf of the CITY for the overall development and implementation of the PROJECT.
2. Fund twelve and a half percent (12.5%) of the total cost of the PROJECT ("COUNTY'S LOCAL SHARE") as detailed in "Exhibit B". COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", COUNTY will in good faith amend this Agreement to include any such costs under this Agreement. The COUNTY is providing services for the PROJECT on a reimbursable basis and has absolutely no obligation with regard to funding any portion of the CITY'S LOCAL SHARE, as defined in Section 2, Subsection 1, below.
3. Prepare, or cause to be prepared, detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
4. Identify and locate all utility facilities within the limits of the PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting utilities shall be denoted.

## Airport Boulevard Bridge Replacement Project

COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

5. Make, or have its contractor make, written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing the PROJECT.
6. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.
7. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.
8. Furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
9. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
10. Construct the PROJECT in accordance with approved PS&E documents.
11. Furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within six (6) months following the completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
12. Furnish CITY a final reconciliation of PROJECT expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the PROJECT are in excess of the CITY'S LOCAL SHARE provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the PROJECT are less than the CITY'S LOCAL



## Airport Boulevard Bridge Replacement Project

SHARE provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

**SECTION 2 • CITY AGREES to:**

1. Fund twelve and a half percent (12.5%) of the total cost of the PROJECT ("CITY'S LOCAL SHARE") as detailed in "Exhibit B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement. CITY has absolutely no obligation with regard to funding any portion of the COUNTY'S LOCAL SHARE, as defined in Section 1, Subsection 2, above.
2. Deposit with COUNTY, upon execution of this Agreement, Fifty Thousand Dollars (\$50,000) (the "Deposit") to be counted towards CITY'S LOCAL SHARE.
3. Pay COUNTY twenty percent (20%) of CITY'S LOCAL SHARE, one hundred fifty-five thousand dollars (\$155,000), upon completion of the PS&E phase of the PROJECT
4. Pay remaining balance of CITY'S LOCAL SHARE, six hundred twenty thousand dollars (\$620,000), upon the commencement of the construction of the PROJECT, divided over three fiscal years, with each fiscal year payment being (\$206,667).
5. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and construction of the PROJECT.
6. Provide at no cost to COUNTY, a representative to coordinate with the COUNTY's Project Manager during the development and the construction of PROJECT, and to verify facilities are constructed as required by this Agreement.
7. Pay COUNTY for any final costs associated with the PROJECT that are excess of the CITY'S LOCAL SHARE as determined pursuant to Section 1, Subsection 12, above.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY may

## Airport Boulevard Bridge Replacement Project

award the contract.

2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY with any unspent portion of the Deposit within forty-five (45) days of termination.
3. The total cost to complete PA&ED, PS&E documents, construction, Utility Relocation, Right-of-way acquisition, construction management, construction survey, inspection, material testing and construction support for PROJECT, including mobilization and a ten percent (25%) contingency, is estimated to be, twenty-four million six hundred ten thousand six hundred sixty-five dollar as detailed in "Exhibit A-1". This estimated cost of the PROJECT will be funded, using Highway Bridge Program (HBP) funds, CVAG funds (as detailed in CVAG Contract No. CVAG-23-013), CITY's LOCAL SHARE and County's LOCAL SHARE as detailed in "Exhibit A-1".
4. COUNTY shall not be obligated to commence services under this Agreement until after receipt of CITY's Deposit as required in Section 2, Subsection 2, above.
5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will

## Airport Boulevard Bridge Replacement Project

1 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
2 will be necessary to transfer ownership.

- 3 8. Each PARTY shall be responsible for the maintenance of the improvements provided by PROJECT that  
4 are located within that PARTY'S jurisdiction except as specified in this Agreement or future agreements.
- 5 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
6 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each  
7 PARTY hereto.
- 8 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
9 occurring by reason of any act or omission of CITY under or in connection with any work, authority or  
10 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code  
11 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury  
12 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under  
13 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 14 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
15 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction  
16 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
17 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury  
18 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY  
19 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 20 12. In the event CITY defaults in the performance of any of its obligations under this Agreement or materially  
21 breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this  
22 Agreement upon ninety (90) days written notice to the CITY.
- 23 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
24 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
25 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
26 way.
- 27 14. This Agreement is to be construed in accordance with the laws of the State of California.
- 28
- 29

## Airport Boulevard Bridge Replacement Project

- 1 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
- 2 16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or
- 3 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
- 4 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change
- 5 of venue in such proceedings to any other county.
- 6 17. This Agreement is the result of negotiations between the PARTIES hereto, with the advice and assistance
- 7 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
- 8 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
- 9 not be construed against the PARTY that prepared it in its final form.
- 10 18. Any waiver by COUNTY or CITY of any breach by any other PARTY of any provision of this Agreement
- 11 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
- 12 hereof. Failure on the part of COUNTY or CITY to require from any other PARTY exact, full and complete
- 13 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
- 14 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
- 15 19. This Agreement and Exhibits A and B herein contain the entire agreement between the PARTIES, and are
- 16 intended by the PARTIES to completely state the agreement in full. Any agreement or representation
- 17 respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set
- 18 forth in this Agreement, is null and void.
- 19 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
- 20 parties not a party to this Agreement or affect the legal liability of any PARTY to the Agreement by imposing
- 21 any standard of care with respect to the maintenance of roads different from the standard of care imposed
- 22 by law.
- 23 21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
- 24 PROJECT for a minimum period of three (3) years from the date of Notice of Completion of the PROJECT.
- 25 22. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
- 26 of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of
- 27 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
- 28
- 29

## Airport Boulevard Bridge Replacement Project

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

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

## COUNTY:

Riverside County Transportation Department

Attn: Mark Lancaster

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

## CITY:

City of Coachella

Attn: Andrew Simmons

City Engineer

53990 Enterprise Way

Coachella, CA. 92236

Phone: (760) 398 - 5744

[Signature Page Follows]

## Airport Boulevard Bridge Replacement Project

## APPROVALS

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

By\_\_\_\_\_

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By\_\_\_\_\_

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

By\_\_\_\_\_

Chair, Riverside County Board of Supervisors

ATTEST:

By\_\_\_\_\_

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

**CITY** Approvals

APPROVED BY:

By\_\_\_\_\_

DR. GABRIEL MARTIN

City Manager

APPROVED AS TO FORM:

By\_\_\_\_\_

CARLOS CAMPOS

City Attorney

ATTEST:

By\_\_\_\_\_

DELIA GRANADOS

City Clerk



**STAFF REPORT**  
**12/13/2023**

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

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

**SUBJECT:** Establishment of an Equity and Social Justice Ad Hoc Subcommittee.

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**STAFF RECOMMENDATION:**

Establishment of an Equity and Social Justice Ad Hoc Subcommittee.

**EXECUTIVE SUMMARY:**

On July 22, 2020, the City Council adopted Resolution 2020-45. This resolution affirmed the City's intention to the establishment of a Special Committee on Equity and Social Justice. On May 24, 2023, City Council directed staff to recruit for up to a twelve member Equity and Social Justice AdHoc Subcommittee (renamed Social Equity and Public Safety Adhoc Subcommittee). Staff has actively recruited and received the following applications:

- Marnie Navarro; Raices Culturas
- Karina Rodriguez; Desert Recreation District
- Eduardo Diaz; Senior Center
- Gabriel Hernandez; Senior Center
- Alianza Coachella Valley
- Deputy Yadira Perez; Riverside County Sheriff
- Laura Aguilera
- Olivia Rodriguez Mendez
- Bernardo Lino
- Steven Garcia

The feedback compiled from the Equity and Social Justice 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.

Attachments: Applications on file.





# CITY OF COACHELLA

## COMMISSION APPLICATION

**NAME:** Bernardo Lino

**ADDRESS:** 41550 ECLECTIC ST PALM DESERT, CA 92260

**TELEPHONE:** (760) 333-8555

**E-MAIL:** BLINO@HARCDATA.ORG

### COMMISSION:

- ☐ **Planning**
- ☐ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☒ **Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education, and interests that qualifies you as a candidate?

I bring a unique blend of skills and experiences to the Commission, including a degree in Management Information Systems, expertise in research and evaluations, and a robust background in community engagement from my work with Health Assessment and Research for Communities (HARC). My proficiency in evidence-based decision-making positions me well to contribute to the Commission's goals of fostering sustainable growth and inclusivity in Coachella.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goal and objectives of the Commission is to provide local recommendations for improving the lives of Coachella residents. My objective is to champion evidence-based decision-making and support inclusive initiatives tailored to the unique needs of the community, thereby advancing the Commission's mission.

3. What special qualities can you bring to the Commission?

As a Commission member, I strive to propel sustainable growth by leveraging research methods, technology, and an environmentally conscious approach. My community engagement skills and culturally inclusive perspective will foster collaborative decision-making.

4. Do you have any questions or comments about the Commission's structure or functions?

How frequent does the Commission meet, and are the meetings conducted remotely?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

As a Commission member, my expertise in research and evaluation, proficiency in data analysis tools like SPSS, and strong community engagement skills would bring valuable assets to Coachella. I am committed to evidence-based decision-making and ensuring that the Commission's initiatives are culturally responsive and inclusive.

Signature: *Bernardo Lino*

Date: 11/24/2023

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**Youth Advisory Commission Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Deputy City Clerk  
City of Coachella  
53-462 Enterprise Way  
Coachella, CA 92236

[cityclerk@coachella.org](mailto:cityclerk@coachella.org)

(Revised 10-30-2023)



# CITY OF COACHELLA

## COMMISSION APPLICATION

NAME: Karina Rodriguez

ADDRESS: 83-600 San Mateo Avenue, Coachella 92236

TELEPHONE: 760.701.2626/760.220.1613

E-MAIL: krodriguez@drd.us.com

### COMMISSION:

- ☐ Planning
- ☐ Cultural and Arts
- ☐ Parks and Recreation
- ☐ Utilities User Tax Citizen Oversight (UUT)
- ☐ Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am a Coachella residents as well as the Supervisor for the Eastern Coachella Valley for Desert Recreation District. I am knowledgeable and informed on policies and procedures in Recreation and the City of Coachella.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

My goal for the Commission is to help establish consistency, open communication within the City and its residents.

3. What special qualities can you bring to the Commission?

Experience with planning, organizing, and programming. I have extensive experience with  
communitiy engagement and outreach.

4. Do you have any questions or comments about the Commission's structure or functions?

No

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

No

Signature Karina Rodriguez

Date 12/6/23

**Note:** Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

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[cityclerk@coachella.org](mailto:cityclerk@coachella.org)

(Revised 10-30-2023)





# CITY OF COACHELLA

## COMMISSION APPLICATION

NAME: MARNIE L. NAVARRO

ADDRESS: PO BOX 714, COACHELLA, CA 92236

TELEPHONE: 760 861 3188 E-MAIL: marnie.navarro@raicesdelvalle.org

### COMMISSION:

- ☐ Planning
- ☐ Cultural and Arts
- ☐ Parks and Recreation
- ☐ Utilities User Tax Citizen Oversight (UUT)
- ☐ Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☒ Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

As a lifelong resident of the Coachella Valley and as a community-based organization director, in Coachella, I support + align with checks + balance of power.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Since this is a new initiative, at present I understand the primary goal is equitable + considerate guidance for any work involving Public Safety. I'm a deep thinker and effective communicator.

3. What special qualities can you bring to the Commission?

*I am a fair, balanced, and objective person with a high degree of creativity and excellent communication skills.*

4. Do you have any questions or comments about the Commission's structure or functions?

*Since it is a new concept, how often will the group meet and what are the specific goals for this initiative?*

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

*I'm an individual who is devoted to service and creating an environment of care that prioritizes the safety and happiness of all people.*

Signature

Date

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**Youth Advisory Commission Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Deputy City Clerk  
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Coachella, CA 92236

[cityclerk@coachella.org](mailto:cityclerk@coachella.org)

(Revised 10-30-2023)



# CITY OF COACHELLA

## COMMISSION APPLICATION

**NAME:** Alianza Coachella Valley

**ADDRESS:** 1515 6th St., Coachella, CA 92236

**TELEPHONE:** 760-972-4628 **E-MAIL:** silvia@alianzacv.org

### COMMISSION:

- ☐ **Planning**
- ☐ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☒ **Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Alianza Coachella Valley is committed to transform the socio-economic conditions in our communities. For the last 10 years we have worked to reimagine safety in our communities. Our team believes more can be done to prevent incarceration, particularly when it comes to youth. We have a team trained in restorative justice, community organizing, and facilitation.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals and objectives of the commission should be to explore & define what public safety means to the residents of the City; to make recommendations to the City on areas of both policy and funding that would support prevention of violence and reduce incarceration; as well as consider the investments that help create an overall thriving community.

Alianza can help achieve these objectives in various capacities, including engaging youth and adult stakeholders and connecting the city to people in our network who can about how they have advanced similar efforts in other places.



3. What special qualities can you bring to the Commission?

We are rooted in our communities, the majority of our team comes from the communities we work with. We are  
openminded, and full of hope for the prosperity of our community

4. Do you have any questions or comments about the Commission's structure or functions?

We are applying as an organization, if selected we would designate one of our team members to serve in the commission.

We would like to know what is the City's vision for social justice & public safety? What motivated the City to create the commission?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

Signature



Date

November 16, 2023

**Note:** Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

**Youth Advisory Commission Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Deputy City Clerk  
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Coachella, CA 92236

[cityclerk@coachella.org](mailto:cityclerk@coachella.org)

(Revised 10-30-2023)



# CITY OF COACHELLA

## EQUITY AND SOCIAL JUSTICE AD HOC

### SUBCOMMITTEE APPLICATION

NAME: Deputy Yadira Perez # 4678  
 ADDRESS: 86625 Airport Blvd., Thermal, CA.92274  
 TELEPHONE: 760-863-8990 or 760-578-8008

\*\*\*\*\*

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

**01. Why do you think you should be appointed? What is there specifically in your background, training, education, and interests that qualifies you as a candidate?**

I have a strong commitment to public service and a genuine desire to make a positive impact on our community. I believe in the power of our local government to result in a meaningful change among Law Enforcement and the residents of the City of Coachella. I am dedicated to serving the best interests of the citizens of Coachella. I have a strong ability to work collaboratively with others. I am dedicated to representing and advocating for the diverse voices in our community.

Being a Deputy Sheriff for the Riverside County and currently assigned to the Thermal Sheriff Station Coachella Community Action Team, I am well-informed about the issues that our community faces. My knowledge of local government procedures and policies is also an asset. I was born and raised in the Coachella Valley and currently reside in the City of Coachella.

Finally, I am passionate about this community. I genuinely care about its well-being, and my motivation for seeking this council seat is rooted in a deep passion for making a difference in gaining the community's trust. I am ready to work diligently to serve our community and foster a working relation among law enforcement and the community.

**02. What do you see as the goals and objectives of the Committee? How would you help achieve these objectives and goals?**

To ensure the safety and wellbeing of the residents in Coachella. To collaboratively address law enforcement matters, enhance public safety, gain the communities trust, and demonstrate to the residents of the City of Coachella that they can report crimes occurring in their neighborhoods without repercussion. Explain to the residents how the Sheriff Department handles calls for service, tools currently being used and tools that would help the department solve crimes faster. Promote transparency in law enforcement practices, policies, and procedures to build trust between the community and the police department.

Being part of the community will assist in encouraging active participation and input from the community. Assist residents with their concerns and address their issues as well as resolve conflicts. Foster the principles of community-oriented policing, emphasizing proactive engagement, problem-solving, and building positive relationships between law enforcement and the community. Forming a committee between law enforcement and the city council is a proactive step towards ensuring that policing within the city aligns with the values, needs, and expectations of the community.

**03. What special qualities can you bring to the Committee?**

Being a Deputy Sheriff I have knowledge in the department's practices, and laws. I am bilingual in English and Spanish which could assist when communicating with residents. I have experience in conflict resolution. I believe in ethics and morals, which are important qualities in a person who is assigned to a position within the city council as well as working in law enforcement.

**04. Do you have any questions or comments about the Committee's structure or functions?**

No

**05. Other comments and/or ideas as to how you as a member of the Equity and Social Justice Ad Hoc Subcommittee could benefit the City of Coachella.**

I believe that being a Deputy Sheriff, born and raised in the Coachella Valley, as well as currently residing in the City of Coachella, I can be an asset in building a relationship between law enforcement and the citizens of Coachella.

Deputy Y. Perez 4678

10/20/2023

Signature

Date

\*\*\*\*\*

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Delia Granados, Deputy City Clerk City of Coachella

53-462 Enterprise Way

Coachella, CA 92236

Dgranados@coachella.org

Aguilera

**1. Why do you think you should be appointed? What is there specifically in your background, training, education, and interests that qualifies you as a candidate?**

**A:** I obtain a Master of Science Psychology with a concentration study in Industrial and Organizational Psychology and have diverse experience in the workforce. I am currently a member of the Coachella Resident Engagement Academy, in which the academy has inspired me to endure my involvement with the City of Coachella. As a former Peer Support Specialist and Victim Advocate, one of my interests is to support the increasing unhoused population in the City of Coachella. Born and raised in the City of Coachella, there was only one local unhoused who the community grew to love and support until his recent passing. Now, there are unhoused individuals all over the City of Coachella and it is due to the lack of resources the City of Coachella does not have and/or receive.

**2. What do you see as the goals and objectives of the Committee? How would you help achieve these objectives and goals?**

**A:** As the City of Coachella continues to grow, unfortunately so is the unhoused population. A goal of mine is to propose a long-term boarding care facility in which it specializes in working with individuals who suffer from a mental illness(es). This anticipated long-term boarding care facility can house individuals who are most likely to struggle with either; addiction, schizophrenia, schizoaffective, and/or bipolar 1 & 2. However, the unhoused population is not a one size fits all since I have personally witnessed a family (father and daughter; a child) and a young couple (mid 30s) as well. Consequently, suggesting an additional facility that precisely specializes in assisting unhoused families to get back on their feet.

The City of Coachella has already proposed to prioritize employment in construction, manufacturing, technical, maintenance, operations, or reclamation activities. In addition to the prior statement, by allowing non-profit and/or for-profit organizations in the City of Coachella which precisely focuses in assisting the unhoused can be a great idea since these organizations can bring respective prospects to the community. For instance, these kinds of organizations will not only provide housing to the unhoused, but also job and volunteer opportunities to the current residents of Coachella and neighboring cities. Existing and innovative businesses can also benefit from the volunteer opportunities if the proposed non-profit and/or for-profit organizations were to be established in the City of Coachella.

As an active member of the Professionals In Human Resource Association (PIHRA), a recent presentation regarding benefit enrollment suggested how volunteer opportunities can benefit both the employer and their employees. Volunteer opportunities offered in the workplace can boost employee productivity and most importantly their overall well-being. I am paraphrasing: For instance, studies have shown how individuals who volunteer to assist underprivileged individuals can make the individual volunteering feel overall virtuous.

**3. What special qualities can you bring to the Committee?**

**A:** The special qualities I can bring to the Committee are honesty, kindness, and creativity. Furthermore, my love for research and facts.

**4. Do you have any questions or comments about the Committee's structure or functions?**

**A:** Will there be a chain of command? If so, who will the Subcommittee specifically report to?

**5. Other comments and/or ideas as to how you as a member of the Equity and Social Justice**

**Ad Hoc Subcommittee could benefit the City of Coachella.**

Aguilera

**A:** The immense picture – the City of Coachella thriving. Equity: meeting the unhoused, residents of Coachella, family-owned businesses, local businesses, and upcoming businesses where they currently are and assist them in moving forward. Social Justice: everyone in the community positively benefits from equal rights by proving the precise resources to every individual and business in the City of Coachella.





**Maritza Martinez**

---

**From:** Delia Granados  
**Sent:** October 26 23 8:33 AM  
**To:** Maritza Martinez  
**Subject:** FW: Equity and Social Justice AD HOC Subcommittee  
**Attachments:** EquitySocialEquity\_Commiss.pdf; EQUITY AND SOCIAL JUSTICE AD HOC.pdf

Morning Maritza,

Below is message from an interested resident for the Equity and Social Justice Ad Hoc Subcommittee and attached is her application.

Delia Granados | Deputy City Clerk  
City of Coachella  
53462 Enterprise Way • Coachella, CA 92236 Ph. 760 398-3502 Ext 102 Direct Line (760) 262-6240  
dgranados@coachella.org Website | Map

City of Coachella Hours:  
Monday - Thursday 7:00 a.m. to 6:00 p.m.  
Closed Fridays

-----Original Message-----

**From:** Laura Aguilera <laura.aguilera527@outlook.com>  
**Sent:** October 23 23 11:40 PM  
**To:** Delia Granados <dgranados@coachella.org>  
**Subject:** Equity and Social Justice AD HOC Subcommittee

Hi Ms. Delia Granados,

I hope this email finds you well. Attached is the Equity and Social Justice AD HOC Subcommittee Application, along with a separate PDF file where my responses will be located.

Please reach out if there are any issues with the application and/or responses.

Kind regards,

Laura Aguilera





# CITY OF COACHELLA

## COMMISSION APPLICATION

NAME: Steven Garcia

ADDRESS: \_\_\_\_\_

TELEPHONE: (760) 609-7481 E-MAIL: Sixthstreet Coffee@gmail.com

### COMMISSION:

- ☐ Planning
- ☐ Cultural and Arts
- ☐ Parks and Recreation
- ☐ Utilities User Tax Citizen Oversight (UUT)
- ☐ Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☒ Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

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### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I'm a resident and small business owner in the city of Coachella  
with an interest in social justice and public safety.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goal is to bridge the gap between the city and the community  
through open dialogue and help voice the needs and concerns  
of the community.



3. What special qualities can you bring to the Commission?

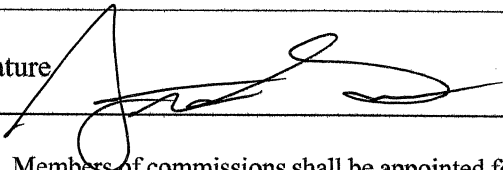
I offer a unique experiance as a resident of coachella  
and my experience as a small business owner in the city.

4. Do you have any questions or comments about the Commission's structure or functions?

N/A

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

Signature



Date

12-6-23

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**Youth Advisory Commission Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

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[cityclerk@coachella.org](mailto:cityclerk@coachella.org)

(Revised 10-30-2023)





# CITY OF COACHELLA

## EQUITY AND SOCIAL JUSTICE AD HOC

### SUBCOMMITTEE APPLICATION

NAME: Olivia Rodriguez Mendez

ADDRESS: 1030 6th st Unit #11 Coachella CA 92236

TELEPHONE: 760 - 296 - 9302

E-MAIL: orodriguez@yli.org

.....

#### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

My Master's in Public Health background and experience working with youth, and collaborating with various stakeholders uniquely qualifies me to contribute to the subcommittee's mission. As current Program Manager of Youth Leadership Institute's Eastern Coachella Valley (ECV) team, we are dedicated to advocating for better health outcomes for youth and our communities in the ECV. Through our youth-led storytelling and advocacy efforts, we've consistently highlighted the need for mental health support and awareness in our community, a critical aspect of equity and social justice. My lived experiences, passion, and dedication to a better health outcome for our communities, makes me a valuable contributors to the subcommittee's discussions and recommendations.

2. What do you see as the goals and objectives of the Committee? How would you help achieve these objectives and goals?

I believe the primary goals of the committee are to advance equity, promote social justice, and enhance public safety, particularly in underserved areas. One of the objectives of the Committee should be to ensure the voice of youth are included in the goal setting process as they can offer insight unique to their lived experiences. My experience collaborating with youth and engaging with diverse community stakeholders has honed my organizing skills. This unique combination equips me to effectively contribute to the subcommittee's mission by providing data-driven insights, amplifying youth voices, and fostering collaboration among stakeholders to advance equitable social justice policies.





CITY OF COACHELLA  
 Equity and Social Justice  
 Ad Hoc Subcommittee APPLICATION  
 PAGE 2


3. What special qualities can you bring to the Committee?

I can bring my lived experience as an active community member in the Eastern Coachella Valley, academic training with a Master's in Public Health, and my current role as Program Manager in supporting youth programming in the ECV. I'm able to work collaboratively with community members and partners in a holistic and effective approach to address equity and social justice within the committee's initiatives.

4. Do you have any questions or comments about the Committee's structure or functions?

What is the processes in place to ensure that the committee's recommendations are effectively implemented within the City's activities? Is there additional information about the specific areas within "Public Safety Services" that the committee will focus on?

5. Other comments and/or ideas as to how you as a member of the Equity and Social Justice Ad Hoc Subcommittee could benefit the City of Coachella.

  
 Signature

10.17.23

Date

\*\*\*\*\*  
 PLEASE RETURN THIS COMPLETED APPLICATION TO:

Delia Granados, Deputy City Clerk  
 City of Coachella  
 53-462 Enterprise Way  
 Coachella, CA 92236  
[Dgranados@coachella.org](mailto:Dgranados@coachella.org)





## STAFF REPORT 12/13/2023

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

**FROM:** Gabriel Perez, Development Services Department

**SUBJECT:** Authorize the City Manager to execute a memorandum of understanding (MOU) with the American Planning Association California Executive Board for planning technical assistance from the Community Planning Assistance Team (CPAT).

### **STAFF RECOMMENDATION:**

Staff recommend that the City Council authorize the City Manager to execute a memorandum of understanding (MOU) with the American Planning Association California Executive Board for planning technical assistance from the Community Planning Assistance Team (CPAT).

### **BACKGROUND:**

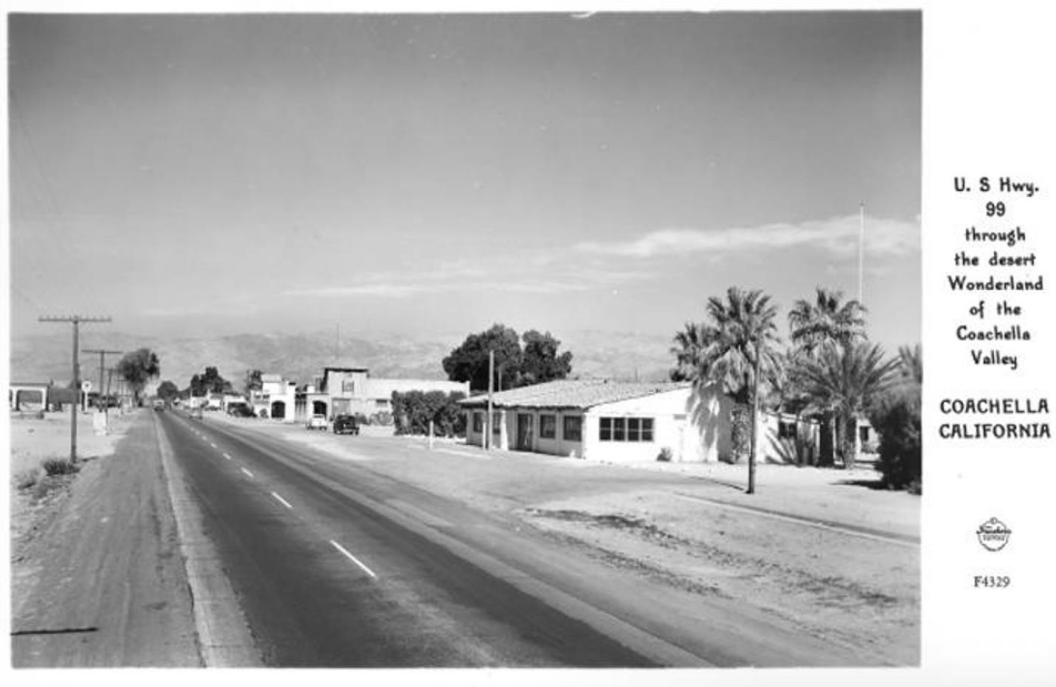
The City Council has discussed the need to improve aesthetics and target investments along the Cesar Chavez Street Corridor segment between 6<sup>th</sup> Street and Avenue 54. The Cesar Chavez Street segment is on the city's busiest corridor and was previously named Harrison Street. The street was previously known as the U.S. Highway 99 as part of a major Highway through the Coachella Valley where needs of moving people driving vehicles was given significant attention over the needs of people that may not be in vehicles. Figure 1 identifies the appearance of Highway 99 in the 1940's as a two-lane Highway with business that served many of the passing vehicles such as the CV Trading Post that sold fuel and dates to passerbys and the Covalda Date Company which operated a health food and date gift shop.

Cesar Chavez Street no longer serves as a major highway as the California State Route 86 connects the Imperial and Coachella Valleys. The Cesar Chavez Street segment includes a mix of commercial in-fill lots, older commercial buildings, and newer strip mall commercial development. Cesar Chavez Street is a primary arterial road that has not been constructed to its full right-of-way. The City prepared a report in February 2011 with the support of a Cal Trans grant entitled "[Improving Neighborhood Connections Along Coachella's Harrison Street Corridor](#)" that developed a vision for the corridor that prioritized land use, safety and health and non-automobile transportation. The report resulted in a vision for the corridor that recommended new street design with opportunities for on-street parking, wider sidewalks, and safer pedestrian crossings. The report also resulted in very ambitious proposals including roundabouts at the intersections of Avenue 50 and Avenue 52 and redevelopment of older car-centric shopping centers into more

pedestrian scale centers. Many of the proposed pedestrian crossings in the study have been implemented to connect pedestrians in neighborhoods on both sides of the street.

The Harrison Street report recommendations have not been implemented in a comprehensive manner and at times have been ignored in the approval of new development projects and development of capital projects. The General Plan identifies this as Subarea 4 (Harrison Street Corridor) with a vision as a pedestrian-oriented mixed-use corridor with a diverse mix of retail, commercial and residential uses. The subarea policies include pursuing revitalization of the Corridor with a series of road improvements and requiring new development to follow the vision of the 2011 Harrison Street Corridor report. Staff believes it is time to revisit this report and develop a cohesive strategy for Corridor revitalization.

**Figure 1: 1940's Photo of Cesar Chavez Street from the Frasher Foto Postcard Collection**



**DISCUSSION/ANALYSIS:**

The Community Planning Assistance Team (CPAT) is a joint venture by the California Chapter of the American Planning Association (APA) and Planner Emeritus Network (PEN). Using their vast networks, the organizations bring together experienced planners and allied professionals to work collaboratively with public agencies and community stakeholders to provide planning expertise and technical assistance. APA has offered to provide the City of Coachella planning technical assistance for a priority planning issue in the City. Staff communicated that the planning assistance would be best applied to reimagining/revitalization of the Cesar Chavez Street segment between 6<sup>th</sup> Street and Avenue 54. The CPAT would include two on-site meeting in 2024 to include three professional planners and a designer. Costs to the City for the CPAT effort would mainly cover lodging, meals, mileage and meeting supplies. The planning effort would result in a final report that would serve the City for additional planning or implementation efforts. Staff

believes there is tremendous value to this efforts as similar efforts have resulted in strategic efforts in the [City of La Quinta Highway 111 Corridor Study](#) for reimagining the Highway 111 Corridor through the ULI technical assistance panel. The CPAT would initiate in 2024 and will include City Council, Planning Commission and community engagement with anticipated completion by Summer 2024.

**Figure 2: Land Use vision for Cesar Chavez Street from 2011 Harrison Street Corridor Report**



**FISCAL IMPACT:**

The CPAT effort would require an appropriation in the amount of \$10,000, which mainly covers lodging, meals, mileage and meeting supplies for the CPAT. Pursuing this planning effort would position the City to obtain infrastructure grants and ensure future infrastructure investments result in maximum benefits for the Corridor.

**ALTERNATIVES:**

1. Authorize the City Manager to execute a Memorandum of Understanding with American Planning Association California Executive Board for planning technical assistance from the Community Planning Assistance Team (CPAT)
2. Continue this item and provide staff direction.
3. Decide not to pursue the CPAT and suggest alternatives.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends that the City Council approve Alternative #1

**ATTACHMENTS:**

1. Community Planning Assistance Program (CPAT) description



# Community Planning Assistance Program (CPAT)



## Volunteer Urban Planning Assistance to Financially Constrained Municipalities and Community Groups Throughout California and Baja California



The American Planning Association (APA) California Chapter and [\*Planner Emeritus Network \(PEN\)\*](#) are pleased to offer a program that provides volunteer urban planning assistance to financially constrained municipalities and community groups throughout California and Baja California. Through the formation of a **Community Planning Assistance Team (CPAT)** consisting of experienced planners, allied professionals, and community experts, a dedicated team will work collaboratively with residents and community stakeholders to provide planning expertise and technical assistance. The program represents a professional and ethical commitment of APA California and PEN to foster community education, engagement, and empowerment and promote equitable, inclusive, healthy and sustainable California communities.

*To suggest or discuss a potential community project: contact Hanson Hom, AICP, CPAT Coordinator, at [pen@apacalifornia.org](mailto:pen@apacalifornia.org) or submit a [Community Request for Assistance Form](#). We will connect with you as soon as possible.*



## Program FAQs

### What is the Origin of the Program?

APA California's Community Assistance Program, launched in 2016, is patterned after a similar program created by the national American Planning Association in 1995. Watch this two-minute video below for a program overview.

<https://www.youtube.com/embed/W2S7dGjyp3o>

## What Projects Are Suitable for Community Assistance

The goal of the program is to provide value-added planning expertise to challenged communities. Proposals are welcomed from any community or organization that do not have sufficient resources to hire a consultant firm to tackle a multi-faceted planning problem or issue. A CPAT can fill this gap by offering pro bono professional services tailored to the specific needs of the community. Assistance can take various forms, such as community education and facilitation, planning advice and insights, technical assistance, or planning analysis. Possible outcomes can be a vision plan, strategy for achieving community goals, action or implementation plan, concept vision for transforming a commercial district or neighborhood, economic development strategy, or collaborative planning framework to resolve local issues.

## What is the Role of the CPAT?

A team leader with expertise that best meets the needs of the community project will be identified. A multidisciplinary team of volunteer professionals will be assembled to work closely with community leaders. The CPAT will develop a project schedule and define the deliverables and final product. The planning process typically includes significant involvement of local stakeholders and broad community outreach. In discussions with the community partner, the process can be structured as a [charrette](#) or a series of workshops or meetings. (For 2021, meetings are expected to be virtual.) The CPAT will provide the community with a final product (typically a report in electronic form) and it will be published on the APA California website.

## How Can I Volunteer on a CPAT?

A CPAT provides a venue for creative community service for APA California members. While services are pro bono, participation may qualify for AICP credit. Each team is selected based on the expertise needed to address the local community's planning issues. Team members engage with community representatives in a short but intensive planning process. If you are a member of the APA California and wish to volunteer your services, please complete the [CPAT Volunteer Form](#).

# How Are Projects Selected and Initiated?

Item 25.

Every request for assistance is carefully reviewed by a committee of APA California and PEN. The evaluation considers community need, potential positive impact, and community readiness in terms of local leadership and community support. Meritorious proposals are recommended to the APA California Board of Directors for approval.

An agreement is then executed that outlines the responsibilities and expectations of the community partner and APA California. Reimbursements and possible sponsors to cover expenses (e.g., transportation, food, accommodations, facilities, materials, and technology support) will be addressed if applicable.

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## CPAT Project Reports

[City of Marina CPAT Report](#)

[Revitalization Strategy for Downtown Kingsberg](#)

[Downtown Oxnard Action Priorities](#)

[Hughson Downtown Revitalization Project](#)

## APA Affiliate Organizations

[California Planning Foundation](#)[California Planning Roundtable](#)[Planner Emeritus Network \(PEN\)](#)

- [PEN Programs and Events](#)
  - [APA California Community Assistance Program \(CPAT\)](#)
    - [Downtown Oxnard Action Priorities](#)
    - [Revitalization Strategy for Downtown Kingsburg](#)
    - [Community Assistance Program \(CPAT\) Volunteer Form](#)
    - [Community Request for Assistance Form](#)
- [PEN Honor Award Winners](#)
- [PEN Membership, Board Meetings, and Agendas](#)
  - [PEN Board Members](#)
  - [PEN Board Meeting Packets](#)

# Upcoming Events

Item 25.

- [Free Webinar: Hidden Pathways in Planning](#)
- Oct 13, 2022
- [Planning With, Not For: Inclusive & Community-Driven Planning in the Region — CM | 2.0](#)
- West Sacramento Community Center, West Sacramento CA



2443 Fair Oaks Blvd. #1177  
Sacramento, California 95825  
916.634.7287







**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Anahi Fernandez, Management Analyst

**SUBJECT:** Adopt Resolution No. 2023-77, a Resolution of the City Council of the City of Coachella, California Authorizing the Amendment of the Cannabis Social Equity Program to Align with the State of California Equity Act.

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**STAFF RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2023-77 to amend the Cannabis Social Equity Program to align with the State of California Equity Act of 2018.

**BACKGROUND:**

On March 27, 2019, the City Council approved the development and implementation of a local Cannabis Social Equity Program (CSEP) that would reduce the barriers of entry and participation for cannabis applicants and businesses that have been negatively impacted by the disproportionate law enforcement of cannabis related criminalization by providing them access to cannabis business development resources and small business support services. Since the implementation of the local program, the City of Coachella has applied for State grant funding authorized by the California Cannabis Equity Act of 2018 and has provided direct assistance to eligible local Cannabis Social Equity Program participants.

**DISCUSSION/ANALYSIS:**

The City of Coachella has administered its CSEP since its adoption in 2019. There are a total of five (5) CSEP participants in the City who have received program benefits such as; access to capital, technical assistance, legal assistance, workforce training, and regulatory compliance assistance.

In May 2023, the City received a memo from the Governor's Office of Business and Economic Development (GO-Biz) identifying the program eligibility criteria to be overly inclusive and inconsistent with the California Cannabis Equity Act as two (2) City-adopted eligibility classifications did not align with the State as they do not require assisting persons convicted of a cannabis related offense as follows:

- **Classification 2:** A current or former resident of the City of Coachella who has lived in a low-income household for at least five (5) years, between the years of 1908 and 2018. Annual family income must be at or below 80 percent of the Area Median Income (AMI) and net worth below \$250,000.
- **Classification 3:** A cannabis business with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria that their business resides within the City of Coachella. If no such individual exists, individuals meeting Classification 1 or 2 criteria from other applicable areas may be utilized.

The City proposes to modify its CSEP that limits assistance to those who have been harmed by cannabis criminalization from 1980-2016 AND have experienced or are experiencing poverty to comply with the California Cannabis Equity in order to continue its eligibility from the State's Cannabis Equity Grant Program.

Due to the limited amount of people inquiring about the City's CSEP and for consistency with Minority Cannabis Business Association model ordinances utilized throughout California, staff is proposing to expand the program to current Coachella Valley residents with a prior cannabis arrest or offense and are interested in starting a cannabis business in the City of Coachella. This will allow Coachella Valley individuals or businesses to expand the local industry and increase revenue to the City. Table 1 below displays the proposed amendments to the current Cannabis Social Equity Program eligibility criteria. Attachment 2 also highlights these amendments.

**Table 1: Proposed City of Coachella Cannabis Social Equity Program Amendments**

<b>CSEP Eligibility Criteria (Proposed modifications in Bold)</b>		
Individual Program Eligibility	Classification 1	A current or former resident of the City of Coachella who previously resided or currently resides in a low-income household and was either: a) arrested or convicted for a cannabis related crime in the <b>State of California</b> between the years of <b>1980 and 2016</b> ; or is b) an immediate family member of an individual in subsection a of Classification 1.
Individual Program Eligibility	Classification 2	A current resident of the <b>Coachella Valley</b> who previously resided or currently resides in a low-income household <b>and was arrested or convicted for a cannabis related crime in the State of California between the years of 1980 and 2016</b> . Annual family income must be at or below 80 percent of the Area Median Income (AMI) and net worth below \$250,000.
Businesses Program Eligibility	Tier 1	A cannabis business with not less than 51% ownership by individuals meeting Classification 1 criteria ( <b>Coachella</b> ) that their business resides within the City of Coachella
Businesses Program Eligibility	Tier 2	A cannabis business with not less than 51% ownership by individuals meeting Classification 2 ( <b>Coachella Valley</b> )



		and that their business resides within the City of Coachella.
Businesses Program Eligibility	Tier 3	A Cannabis Incubator Business who commits to incorporating the Cannabis Social Equity Program Participant within its operations for receiving priority processing.

Under the amended CSEP, only two (2) current CSEP participants would fall under the new eligibility criteria, but if the amendments are approved, all five (5) participants will be grandfathered in as they were found eligible before program changes were made. The existing CSEP participants include Greenery, Coachella Releaf, and Pueblo Cannabis. GO-Biz would continue to allow current social equity program participants to be eligible for future Go-Biz funding. Staff will also work on conducting outreach through social media platforms and by establishing workshops.

**FISCAL IMPACT:**

The next application deadline for the GO-Biz Cannabis Equity Grants Program for local jurisdictions is December 14, 2023. The proposed CSEP amendments would position the City to continue to receive future grant funding of up to \$500,000 to support the City's Cannabis Social Equity Program.

**ALTERNATIVES:**

1. Adopt Resolution No. 2023-77 with amendments as proposed.
2. Adopt Resolution No. 2023-77 as proposed, but limit to only City of Coachella residents.
3. Adopt Resolution No. 2023-77 with additional City Council recommendations/modifications.
4. Deny Resolution No. 2023-77 and proposed amendments.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends that the City Council approve Alternative #1

**ATTACHMENTS:**

1. Resolution No. 2023-77
2. CSEP Proposed Amendments
3. GO-Biz Local Equity Program Review Memo
4. Minority Cannabis Business Association (MCBA) – Ten Model Municipal Social Equity Ordinances

**RESOLUTION NO. 2023-77****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE AMENDMENT OF THE CANNABIS SOCIAL EQUITY PROGRAM TO ALIGN WITH THE STATE OF CALIFORNIA EQUITY ACT**

**WHEREAS**, on January 27, 2016, the City Council passed and adopted Ordinance No. 1083, which established a regulatory permit process for medical cannabis cultivation, manufacturing, distribution, testing and transportation facilities; and,

**WHEREAS**, on November 8, 2016, the People of the City of Coachella passed, approved and adopted Ordinance No. 1101 "Measure II", which established a tax on cannabis business operations within the City of Coachella; and,

**WHEREAS**, on November 9, 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"); and,

**WHEREAS**, on April 26, 2017, the City Council passed and adopted Ordinance No. 1103, which established amendments to the City's municipal code and regulations for the industrial park overlay zone; and,

**WHEREAS**, on June 27, 2017, Senate Bill 94, signed by the Governor, reconciled the standards for medical marijuana with the standards for adult-use cannabis activity under a single law, entitled Medical and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

**WHEREAS**, on July 12, 2017, the City Council passed and adopted Ordinance No. 1108 and 1109, which established amendments to the City's municipal code and regulations to allow commercial cannabis activity zoning and regulatory permits; and

**WHEREAS**, on February 14, 2018, the City Council passed and adopted Ordinance No. 1115, which established and regulated the retail cannabis overlay zone; and

**WHEREAS**, on March 27, 2019, the City Council passed and adopted Resolution No. 2019-15, authorizing the implementation of the Cannabis Social Equity Program, which is designed to assist individuals who have been negatively impacted by the disproportionate enforcement of cannabis-related crimes by providing them assistance and opportunity to participate in the cannabis industry; and

**WHEREAS**, the Program has contributed to the City cannabis tax revenue and has supported the revitalization of neighborhoods and new businesses development through the reinvestment of funds and the establishment of business owned by Program participants.

**WHEREAS**, the Program has had access to various resources and support for the development of cannabis-related business plans, workforce development and business education, job training, mentoring, technical assistance, regulatory compliance, priority processing of Program applicants permit applications, and assistance with the expungement of criminal

records; and

**WHEREAS**, Program participants have benefitted from a zero-dollar fee for cannabis permit fees, The City may set fees at less than full recovery to ensure program access and viability;

**WHEREAS**, revisions to the City of Coachella Cannabis Social Equity Program are necessary to enable to the City of Coachella to remain eligible for grant funding authorized by the California Equity Act of 2018; and

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

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

**Section 2.** This resolution establishes a modification to the current Cannabis Social Equity Program eligibility criteria that aligns with the California Equity Act of 2018.

**Section 3.** City staff will continue to monitor and evaluate the Program to address any disparate, negative impacts of cannabis-related regulations and enforcement within the City of Coachella.

**Section 4.** The City Manager, or the City Manager's designee, is authorized to select a vendor to facilitate the Program on behalf of the City through the City's competitive selection process in accordance with the City Municipal Code.

**Section 5.** The City Manager, or the City Manager's designee, is authorized to make amendments that are not substantive to the Program. Substantive amendments must be approved by resolution of the City Council.

**Section 6.** Excess revenue from cannabis-related business operations tax shall be utilized to recover the associated cost of processing business permits for qualified Program participants by the City.

**Section 8.** The resolution shall be effective on December 13, 2023.

**PASSED APPROVED and ADOPTED** this 13<sup>th</sup> day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-77 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 13<sup>th</sup> day of December 2023 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delia Granados  
Deputy City Clerk

**APPENDIX 1***(Adopted by City Council Resolution No. 2019-15)*

# CITY OF COACHELLA

## *Cannabis Social Equity Program*

The City of Coachella ~~will establish a pilot~~ Social eEquity pProgram is dedicated to aiding individuals and businesses that were negatively or disproportionately impacted by cannabis criminalization within the City of Coachella. The goal of the program will be to allow participants to gain entry and successfully operate in the State of California's regulated cannabis marketplace and economy.

Office of the City Manager

3/27/2019

# CITY OF COACHELLA

## *Cannabis Social Equity Program*

### 1. PROGRAM PURPOSE:

The Cannabis Social Equity Program ("Program") will reduce the barriers of entry and participation for applicants and businesses that have been negatively impacted by the disproportionate law enforcement of cannabis related criminalization by providing them access to cannabis business development resources and small business support services. This program will make a cognizant effort to provide technical assistance and services to those persons from economically disadvantaged communities that experienced high rates of poverty or communities most harmed by cannabis prohibition, regardless of economic status, gender, racial, cultural background and criminal history. Although City of Coachella funding for the Program shall expire in two years from the date of adoption, the Program's definition, eligibility, processing, benefits, features and functions shall remain intact as policy.

### 2. REVIEW PROCESS:

The City Manager or their designee shall review and approve all Program applications that meet the eligibility requirements described in Section 3 below. If an application is denied, that applicant may appeal to the City for further evaluation and a final determination.

### 3. PROGRAM ELIGIBILITY:

An applicant must provide documentation, as described in Section 4 below that sufficiently demonstrates that the applicant satisfies any one of the following Classifications to be verified as a Social Equity Individual:

- a. **Individuals:** An individual that is eligible to participate in the Program must be lawfully able to work in the United States and be Twenty-One (21) years of age or older. They must satisfy a Classification below as well:

- i. **Classification 1.** A current or former resident of the City of Coachella who previously resided or currently resides in a low-income household and was either: a) arrested or convicted for a cannabis related crime in the State of California ~~City of Coachella~~ between the years of 1980 and 2016~~4~~; or is b) an immediate family member of an individual in subsection a of Classification 1 ~~or Classification 2~~.
- ii. **Classification 2.** A current ~~or former~~ resident of the ~~Coachella Valley City of Coachella~~ who previously resided or currently resides ~~has lived~~ in a low-income household and was arrested or convicted for a cannabis related crime in the State of California between the years of 1980 and 2016 ~~for at least five (5) years, between the years of 1908 and 2018~~. Annual family income must be at or below 80 percent of the ~~City of Coachella~~ Area Median Income (AMI) and net worth below \$250,000.



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- b. **Businesses:** A cannabis business that is eligible to participate must provide a description of a statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement and fictitious business name statement. They must satisfy a Classification below as well:

- i. **Tier 1.** A cannabis business with not less than 51% ownership by individuals meeting Classification 1 criteria (Coachella) that their business resides within the City of Coachella.
- ii. **Tier 2.** A cannabis business with not less than 51% ownership by individuals meeting Classification 2 (Coachella Valley) and that their business resides within the City of Coachella.
- iii. **Tier 3.** A Cannabis Incubator Business that meets the following commitments below:
  1. Commits a minimum of 20% of its business to serve as an incubator to host verified participants of the Coachella Social Equity Program, giving the participants the ability to utilize the licensed business to engage in commercial cannabis activities;
  2. Commits a minimum 20% of its workforce are City of Coachella residents, measured by hours worked; and reserves contracts of its cannabis products or services and ancillary business support with eligible participants.

For a business to be deemed Tier 1 or Tier 2, an owner must be verified as a Social Equity Participant and own a minimum of 51 % of the Cannabis Business. Cannabis Businesses may qualify for one of three tiers of the Cannabis Social Equity Program. Tier 1 and 2 participants must own 51 percent of a cannabis business and demonstrate continuous participation, control, and equity distribution. They may receive waived licensing fees, access to loans or grants, technical assistance, etc. Tier 3 participants must incubate or fund verified social equity individual. All participants receive priority review and processing of their local licensing applications.

Grant eligibility will be determined by program and limits will be established by tiers. Grant programs will be made each year the City of Coachella is awarded with Cannabis Equity Grant funding from the California Governor's Office of Business and Economic Development. The programs will be established to provide grants for education, start-up, or ongoing costs depending

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on the status of the participants' project.

- i. ~~Classification 3. A cannabis business with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria that their business resides within the City of Coachella. If no such individual exists, individuals meeting Classification 1 or 2 criteria from other applicable areas may be utilized.~~
- ii.
- iii. ~~Classification 4. A Cannabis Incubator Business or a Cannabis Social Enterprise with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria.~~

#### 4. DOCUMENTATION AND REVIEW:

An applicant shall provide the following with its application for the Program, in addition to any other documentation that the City of Coachella deems necessary to determine the applicant's eligibility:

- a. **Proof of Income.** Proof of income shall be supported with federal and state tax returns and at least one of the following documents from the last five (5) years: two months of pay stubs; proof of current eligibility for General Assistance, food stamps, Medi-Cal/CalWORKs, supplemental security income, or social security disability, or similar documentation.
- b. **Proof of residency.** Proof of residency shall be supported by a minimum of two of the following documents: California driver's or identification card records, property tax billings and payments, signed rental agreement, verified copies of state or federal tax returns with an address in the geographic area of the city of Coachella, school records, medical records, banking records, Coachella Housing Authority records, or utility, cable, or internet company billing and payment records.
- c. **Proof of arrest or conviction of a cannabis related crime.** Proof of an arrest or conviction of a cannabis related crime shall be demonstrated by federal or state court records indicating the disposition of the criminal matter, records expungement documentation, or any other applicable law enforcement record.

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## 5. PARTICIPANT BENEFITS:

General program benefits may include but are not limited to: business plan development, business mentoring, assistance securing capital, business needs assessment, loan readiness assessment, market assessment, data and research strategies and support, assistance with establishing a legal entity, assistance with criminal records expungement, lease negotiation assistance, small business legal considerations, mentoring, fiscal management, marketing/social media, technical training, employee training, and regulatory compliance. The City will also work with local partners and stakeholders to develop a workforce development educational program to assist with a creation of a well- trained, qualified and diverse workforce, including transitional workers. A program participant shall be entitled to receive the following benefits based on eligibility:

- i. All business support services offered under the program;
- ii. The City will provide priority processing of the participant's cannabis related business and conditional use permit;
- iii. The City will waive all fees associated with participants cannabis related business permit;
- iv. The City shall provide assistance with State and City regulatory compliance;
- iv.v. Tiered business grant or loan opportunities.

## 6. CONDITION ON CANNABIS BUSINESS OPERATION PERMIT:

Program participants are required to continue, maintain, and carry out their respective eligibility requirements through the term of their respective cannabis business operations permit. Compliance with this section 6 shall be a condition of participants respective cannabis business operations permit, such that failure to comply with this section 6 shall be grounds to deny, suspend, or revoke such cannabis business operations permit pursuant to City of Coachella Municipal Code.

## 7. PROGRAM MONITORING AND REPORTING:

The Office of the City Manager shall provide bi-annually updates to the City Council on the status of the Program, including number of participants, participant success measured by the number of participants either ready to obtain or that have obtained a cannabis business operating permit. The City will reevaluate and update the Program when data becomes available or known to it that may expand the eligibility and benefits of the program; including, but not limited to, an analysis of disproportionate impacts within census tracts. Additionally, the report should include an evaluation of any ongoing barriers to entry and participation, any reevaluations of the Program, and recommend solutions as needed to advance equity and accomplish the City of Coachella's goals, which, includes achieving 50 percent of all cannabis business permits awarded to Program participants.

3/20/2019

## 8. DEFINITIONS:

- a) "Eligible local jurisdiction" means a local jurisdiction that has adopted or operates a local equity program.
- b) "Local equity applicant" means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- c) "Local equity licensee" means a person who has obtained a license from a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- d) "Local equity program" means a program adopted or operated by a local jurisdiction that focuses on inclusion and support of individuals and communities in California's cannabis industry who are linked to populations or neighborhoods that were negatively or disproportionately impacted by cannabis criminalization.
- e) "Local jurisdiction" means a city, county, or city and county.
- f) "State commercial cannabis license" means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act by the Bureau, the California Department of Public Health, or the California Department of Food and Agriculture.
- g) "Transitional worker" means a person who, at the time of starting employment at the business premises, resides in a ZIP Code or census tract area with higher than average unemployment, crime, or child death rates, and faces at least one of the following barriers to employment: (1) is homeless; (2) is a custodial single parent; (3) is receiving public assistance; (4) lacks a GED or high school diploma; (5) has a criminal record or other involvement with the criminal justice system; (6) suffers from chronic unemployment; (7) is emancipated from the foster care system; (8) is a veteran; or (9) is over 65 years of age and is financially compromised.
- h) "Cannabis Incubator Business" means a City of Coachella cannabis business which has committed to incorporating the Cannabis Social Equity Program Participant within its operations for receiving priority processing.



GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT  
STATE OF CALIFORNIA • OFFICE OF GOVERNOR GAVIN NEWSOM

Date: May 12, 2023

From: William Koch  
Deputy Director, Community and Local Equity Grants Unit  
California Governor's Office of Business and Economic Development  
1325 J Street, 18th Floor  
Sacramento, CA 95814

To: Celina Jimenez, Grants Manager  
City of Coachella  
59930 Enterprise Way  
Coachella, CA 92235

**RE: Cannabis Equity Grants Program for Local Jurisdictions – Local Jurisdiction Program Criteria Review**

Dear Celina Jimenez:

The Governor's Office of Business and Economic Development (GO-Biz) administers the Cannabis Equity Grants Program for Local Jurisdictions (CEG Program), which was created by the California Cannabis Equity Act (Stats. 2018, Ch. 794; Bus. & Prof. Code § 26240 et seq.). As an increasing number of local jurisdictions have created cannabis equity programs each year and seek funding through the CEG Program, GO-Biz has identified an increasing need to ensure local equity program criteria are aligned with the California Cannabis Equity Act and not overly inclusive. Beginning with CEG Program applications submitted in the fall of this year, 2023, GO-Biz will place additional emphasis on the screening of local equity program criteria.

The California Cannabis Equity Act includes the following summarized declarations and findings:

- Cannabis prohibition had a devastating impact on communities across California and the United States. **Persons convicted of a cannabis offense and their families suffer the long-term consequences of prohibition.** These individuals have a more difficult time entering the newly created adult-use cannabis industry due, in part, to a lack of access to capital, business space, technical support, and regulatory compliance assistance.
- **The collateral consequences associated with cannabis law violations**, coupled with generational poverty and a lack of access to resources, make it extraordinarily difficult for persons with convictions to enter the newly regulated industry.
- It is the intent of the Legislature in enacting this act to ensure persons **most harmed by cannabis criminalization and poverty** be offered assistance to enter the multibillion-dollar cannabis industry.

GO-Biz has conducted a review of the City of Coachella's cannabis equity program and has identified the following eligibility criteria that appear to be overly inclusive/inconsistent with the California Cannabis Equity Act:

Classification 2

- A current or former resident of the City of Coachella who has lived in a low-income household for at least five (5) years, between the years of 1908 and 2018. Annual family income must be at or below 80 percent of the Area Median Income (AMI) and net worth below \$250,000.

Classification 3

- A cannabis business with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria that their business resides within the City of Coachella. If no such individual exists, individuals meeting Classification 1 or 2 criteria from other applicable areas may be utilized.

As indicated previously in this memo, beginning with CEG Program applications submitted in the fall of this year, GO-Biz will be placing additional emphasis and screening of local equity program criteria. Jurisdictions with cannabis equity program criteria deemed by GO-Biz as overly inclusive/inconsistent with the California Cannabis Equity Act may be ineligible for funding through the CEG Program or have contractual restrictions and limitations placed on how CEG Program funding provided by GO-Biz may be utilized.

If you would like technical assistance with respect to revising your jurisdiction's cannabis equity program criteria, please do not hesitate to contact your CEG Program Grant Supervisor Katie Raley, at [Katie.Raley@gobiz.ca.gov](mailto:Katie.Raley@gobiz.ca.gov)

Respectfully,

*William Koch*

William Koch  
Deputy Director  
Community and Local Equity Grants Unit  
California Governor's Office of Business and Economic Development



**Minority Cannabis Business Association  
Ten Model Municipal Social Equity Ordinances  
July 1, 2019**

**PREFACE**

These Ten Model Municipal Social Equity Ordinances (“**Model Ordinances**”) may each be considered and adopted individually, or collectively as a whole. Note that each of the Model Ordinances may be considered and adopted as standalone-ordinances or in any combination as well. Model Ordinance Number 1 contains the core elements of a social equity licensing program; Model Ordinance Numbers 2-10 do not require a social equity licensing program to exist. Any local ordinance which licenses and regulates commercial cannabis activity is sufficient to adopt Model Ordinance Numbers 2, 3, 4, 6, 7, and 9, and Model Ordinance 5, 8, and 10 are adoptable with or without any local licensing ordinance at all.

Most of the Model Ordinances are intended to be used by municipalities that have adopted ordinances to regulate, zone and license local cannabis businesses, or are currently considering draft ordinances to do so. As such, these Model Ordinances do not include recommended provisions for general license types (other than to add license types that lower barriers to entry or mitigate on-going criminalization of cannabis consumption), nor do they include detailed zoning and land use provisions. The drafters of these Model Ordinances assume those provisions are already incorporated within the adopting municipality’s general licensing ordinance, and that the general licensing ordinance already reflects the particular circumstances of its local community.

We also assumed that the types of licenses which may be available, and the general regulatory framework surrounding cannabis businesses will be largely predetermined by the state in which the adopting local jurisdiction sits. As such, these Model Ordinances contain only those provisions necessary to create a baseline framework for adopting and advancing social equity in the cannabis industry as official public policy -- a “minimum viable product” designed to be broadly adopted, but tailored as necessary by each adopting jurisdiction according to its needs and prerogatives. *Prevailing political realities in each jurisdiction will vary, and these Model Ordinances include **bolded and***

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**bracketed]** *terms that may be revised as necessary*--either to achieve passage of a minimum framework and/or create a more robust framework than the baseline presented herein. (Note that certain placeholder terms have also been bracketed where input from the specific local jurisdiction adopting the model ordinance is required--e.g., “[CITY/COUNTY]”, “[INSERT DATE HERE]”, etc.)

It is important to note that the MCBA Model Municipal Social Equity Ordinance Drafting Committee (“Drafting Committee,” identified in the footer) started with the basic framework of the RESPECT Resolution, House Resolution 943 introduced by Congresswoman Barbara Lee in 2018, adopting its recitals and creating legislative language around the various best practices recommended by the RESPECT Resolution. We also borrowed liberally from social equity ordinances in development in Los Angeles, Oakland, San Francisco and Sacramento, attempting to improve upon these pioneering works with the benefit of hindsight.

The Drafting Committee finalized this version of the Model Ordinance after incorporating input received on two previous working drafts. The First Discussion Draft was previously circulated in October 2018 and presented to the attendees of the MCBA Policy Summit, as well as the members of the MCBA Policy Committee and the MCBA Board of Directors. Their input was incorporated by the Drafting Committee into the Second Discussion Draft. The Second Discussion Draft was circulated for input to the MCBA Board of Directors, the NCIA Policy Council staff, Drug Policy Alliance staff as well as other select stakeholders for additional input before being finalized into a single Model Ordinance in March 2019. After additional feedback from state and local policymakers, the Drafting Committee made further revisions to split the single Model Ordinance into several shorter ordinances in order to foster speedier adoption on a wider scale.

Finally, please note that these Model Ordinances are intended to be living documents that can be continually improved upon. The Drafting Committee invites any and all input on the Model Ordinances, and expects to publish updated versions of the Model Ordinances periodically.

## **EXECUTIVE SUMMARY**

### ***Model Ordinance No. 1: Cannabis Social Equity Licensing Program***

- This ordinance defines Equity Program eligibility based on several demographic factors. “Low Income” means below 80% AML. “Member of an Impacted Family” means arrested or convicted for a cannabis charge. “Resident of a Disproportionately Impacted Area” means someone who lived in an area with disproportionately high cannabis arrests.
- The diversely-representative Cannabis Social Equity Commission will provide ongoing advice to the local government about implementation of the Municipal Social Equity Ordinance and administration of the Cannabis Social Equity Fund.
- The Cannabis Social Equity Fund will financially support Social Equity Program participants through workforce development, start-up costs, consulting services and technical assistance.
- The Social Equity Study will identify “Disproportionately Impacted Areas”, areas with high cannabis arrest rates used for the ordinance’s equity eligibility criteria.
- Individuals may qualify for one of three tiers of the Social Equity Program. Tier 1 and 2 participants must own a percentage of a cannabis business and demonstrate financial need to participate. They receive waived licensing fees, access to loans/grants, technical assistance, etc. Tier 3 participants must incubate or fund Tier 1 or 2 participants. All participants receive priority review and processing of their local licensing applications.
- Tier 1 and 2 participants will also have access to low-interest (or no-interest) loans for operating capital, Social Equity Fund grants, incubation opportunities from Tier 3 participants, and fee waivers.
- Tier 1, Tier 2, and Tier 3 participants will have their applications reviewed in order of their tier, with General Applicants (non-Equity Program) last. The local government will review applicants’ business documents on an ongoing basis to confirm their continuing eligibility.

### ***Model Ordinance No. 2: Equity in Cannabis Industry Employment Opportunities***

- This ordinance requires licensees to use good-faith efforts in hiring employees who meet the equity eligibility criteria, and certify annually that 25% of their employees meet the criteria or that they have used good-faith efforts to achieve that 25% threshold.

### ***Model Ordinance No. 3: Cannabis Industry Community Benefits Agreements***

- The local government may add requirements that applicants enter Community Benefit Agreements, which may or may not apply to equity applicants as well.

Neighborhood councils may request non-monetary contributions from applicants, and/or funds up to 3% of net profits.

***Model Ordinance No. 4: Reinvestment of Local Cannabis Fees and Taxes into Communities***

- This ordinance would dedicate a percentage of local cannabis tax and non-licensing fee revenue to support a Community Reinvestment Fund to, at a minimum, provide reentry services, job training, and criminal record-change assistance to residents of Disproportionately Impacted Areas.

***Model Ordinance No. 5: Reducing Barriers to Entry into the Cannabis Industry***

- This ordinance bars local governments from discriminate against licensing applicants on the basis of their substance use treatment history, or convictions unrelated to honesty (e.g., fraud, deceit, embezzlement), and background checks can only be used to check for these convictions.

***Model Ordinance No. 6: Data Collection to Build an Equitable Cannabis Industry***

- This ordinance would authorize data collection by the regulating agency to inform future equity plans. The regulating agency will be authorized to collect and publish demographic data on licensure applicants and licensees, persons cited, arrested, or convicted for marijuana law violations, and on the cannabis workforce.

***Model Ordinance No. 7: Permitting Cannabis Consumption Lounges***

- This ordinance creates a basic framework for permitting cannabis consumption lounges, while leaving specific zoning requirements to local governments. Local governments are authorized to regulate consumption lounges where cannabis may be used on-site, but no more restrictively than state law regulates them.

***Model Ordinance No. 8: Resentencing and Record Expungement for Cannabis Offenses***

- This ordinance authorizes local government to facilitate resentencing and expungement to restore the civil rights of prior cannabis arrestees, and to fund these efforts through cannabis business taxes. This can include automation, fee waivers, and funding legal fairs and lawyers to publicize and execute these changes.

***Model Ordinance No. 9: Making Cannabis Offenses the Lowest Law Enforcement Priority***

- This ordinance instructs and authorizes local law enforcement to de-prioritize cannabis investigations (except as conducted in conjunction with licensing authorities) and arrests. The possession or smell of cannabis will no longer constitute probable cause for investigation or arrest.

***Model Ordinance No. 10: Eliminating Suspicionless Drug Testing***

- This ordinance prohibits employers from drug-testing workers who are not in safety-sensitive jobs, without reasonable documented cause; random drug-testing is prohibited.

*The text of the Ten Model Ordinances begin on the next page.*

## MODEL ORDINANCE NO. 1: CANNABIS SOCIAL EQUITY LICENSING PROGRAM

### ORDINANCE TEXT

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

Whereas it is estimated that less than 1 percent of the cannabis industry is owned or operated by people of color;

Whereas applicants for cannabis licenses are limited by numerous laws, regulations, and exorbitant permit applications and licensing fees in these States, which can total more than \$700,000;

Whereas historically disproportionate arrest and conviction rates make it particularly difficult for people of color to enter the legal cannabis marketplace, as most States bar these individuals from participating;

Whereas Federal law severely limits access to loans and capital for cannabis businesses, disproportionately impacting minority small business owners; and

Whereas some States and municipalities have taken proactive steps to mitigate inequalities in the legal cannabis marketplace and ensure equal participation in the industry.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

### SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Social Equity Act of 20[ ] (hereinafter, this “Act”).

## SECTION 2: CANNABIS SOCIAL EQUITY PROGRAM

A. In addition to the definitions in [INSERT CITATION TO GENERAL MUNICIPAL CANNABIS LICENSING ORDINANCE] (the “Local Licensing Ordinance”), the following definitions apply within this Act:

1. “Dependent” has the same meaning ascribed to it by the Internal Revenue Service for individual income tax purposes and is determined by satisfaction of either the qualifying child tests or qualifying relative tests described in the most current version of the annual IRS Tax Guide for Individuals.
2. “Low Income” means an individual who currently (at the time of licensing) lives in a household with household income that is less than eighty percent (80%) of the current fiscal year median family income for the county of residence, as determined by the United States Department of Housing and Urban Development or its successor agency.<sup>1 2</sup>
3. “Member of an Impacted Family” means an individual who, in the previous tax year, had a parent, legal guardian, child, spouse, or dependent, or was a dependent of an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], was arrested for, convicted of, or adjudged to be a ward of the juvenile court for any non-violent crime under the laws of [STATE] or any other jurisdiction relating to the sale, possession, use, cultivation, manufacture, or transport of cannabis.<sup>3</sup>
4. “Prior Controlled Substance Record” means to have been arrested for, convicted of, or adjudged to be a ward of the juvenile court for any crime under the laws of [INSERT STATE] or any other jurisdiction relating to the sale, possession, use, cultivation, manufacture, or transport of a controlled substance prior to [EFFECTIVE DATE OF LEGALIZATION].

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<sup>1</sup> A locality should provide the link to HUD’s annual median family income figures as soon as reasonably practicable following annual publication. See here: <https://www.huduser.gov/portal/datasets/il.html>

<sup>2</sup> Some states annually produce alternative low income figures that are adjusted based on factors deemed relevant by the state, such as cost of living, housing costs, and state income tax deductions. Where available, annually published state low income figures that are based on median family income but are further adjusted should be employed in the definition of low income instead of HUD’s median family income figures.

<sup>3</sup> Localities may consider expanding to include family members with any arrest or conviction for any non-violent and/or controlled substance crime.

5. “Resident of a Disproportionately Impacted Area”<sup>4</sup> means an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], lived for a minimum of [2-10] consecutive or non-consecutive year(s) between 1970 to the effective date of legalization in a geographic area or areas that experienced a disproportionately high number of cannabis arrests relative to population, during the individual’s residency in such geographic area, as determined by the Social Equity Study.<sup>5 6</sup>
  6. “Resident of an Impoverished Area” means an individual who maintained a primary residence in census tracts where at least [X]% of the households had incomes at or below the federal poverty level during the individual’s residency in such census tract, and who did so for a minimum of [Y] consecutive or [Z] non-consecutive years.
- B. The [CITY/COUNTY] shall establish a Cannabis Social Equity Commission (“Commission”) to advise the [CITY/COUNTY] on the ongoing implementation of this Act and the administration of the Cannabis Social Equity Fund. The Commission shall include individuals with **[Prior Cannabis Records, individuals from Disproportionately Impacted Areas, members of impacted communities, and social justice advocates]**.
- C. The [CITY/COUNTY] shall establish a Cannabis Social Equity Fund (the “Fund”), which shall consist of monies appropriated or donated for the purpose of supporting the Cannabis Social Equity Program and eligible Program participants. The Fund monies may be used for any purpose directly related to

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<sup>4</sup> Localities should adjust this requirement and consider restricting it to a specific time period based on periods of highest arrests, housing displacement or gentrification, or any other factors deemed relevant.

<sup>5</sup> We strongly recommend a data-driven approach to identifying disproportionately impacted areas, so this criterion was purposefully left vague. It should be further specified following the release of findings from a Social Equity Study commissioned by the adopting jurisdiction. The City of Boston, the City of Sacramento, the City of Los Angeles, the City and County of San Francisco, and other prominent social equity jurisdictions have commissioned similar reports that can be used as a guideline for determining scope. Please note that the common approach to defining disproportionately impacted areas is to look at standard deviations in cannabis arrest rates across different geographic units, however the geographic units for which police arrest data is available will vary across localities and will substantially impact how disproportionately impacted areas are defined. Each locality will need to consider different ways to conceptualize disproportionately impacted areas and figure out which is most effective in helping the locality achieve the stated goals of its Social Equity Program.

<sup>6</sup> Other conditionally applicable criteria for localities to consider:

Experienced housing instability - Consider in jurisdictions with substantial housing shortage or other relevant housing market conditions. Sample Language: “Since 1995, experienced housing insecurity in San Francisco, as evidenced by eviction, foreclosure, or revocation of housing subsidy” ([SF Police Code \(“SFPC”\) § 1604\(b\)\(4\)\(C\)](#))

Attended public school for some minimum amount of time - Consider in jurisdictions where there is substantial income differentiation between public and private school attendees. Sample Language: “Attended a school under the jurisdiction of the San Francisco Unified School District for five years, either consecutively or in total, during the period 1971-2016” ([SFPC § 1604\(b\)\(4\)\(E\)](#))



the Program and approved by the Commission. Without limitation, Fund monies may be used to:

1. Provide financial support for Social Equity Program participants, including low- or no-interest loans or small grants for participants' start-up costs;
  2. Offset local cannabis tax and fee revenue losses associated with offering tax and fee relief for Social Equity Program participants; and
  3. Support programs and services that benefit and contribute to the operational success of Social Equity Program participants, such as programs and services that offer:
    - i. Workforce development;
    - ii. Access to affordable commercial real estate;
    - iii. Access to investment and financing;
    - iv. Access to legal and consulting services;
    - v. Assistance with licensing and regulatory compliance;
    - vi. Technical training related to cannabis operations; and
    - vii. Pre-qualification and matching of Incubators and Incubatees.
- D. The [CITY/COUNTY] shall commission a Social Equity Study to identify Disproportionately Impacted Areas<sup>7</sup> and utilize the data collected pursuant to Section 8, "Data Collection", of this Act to further the purposes of this act.
- E. A Social Equity Program participant shall be eligible for one of three tiers.
1. To qualify for Social Equity Program Tier 1, **[at least 51%]** of the applicant's business must be owned **[and]<sup>8</sup> [controlled/operated]** by one or more individuals **[who will hold such interest for at least X years after the applicant's license is granted (the "Qualifying Period")]<sup>9</sup>** and who meet one of the following criteria:
    - i. Have a Prior Controlled Substance Conviction and be at least one of the following:
      1. Low Income.
      2. Member of an Impacted Family.
      3. Resident of an Impoverished Area.

<sup>7</sup> We strongly advocate for a data-driven approach to determining which communities have been disproportionately impacted and therefore should be targeted for program eligibility and other benefits. However, we recognize that commissioning a Social Equity Study is expensive and may not be feasible for all localities. A less expensive alternative may be to conduct internal analysis of cannabis arrest data to determine a simple standard (e.g., 1.5+ standard deviations above the mean cannabis arrest rate for the City) for identifying "disproportionately impacted" communities.

<sup>8</sup> "And/Or" may be an appropriate language choice if the adopting jurisdiction will allow non-profit organizations to be eligible for Tier 1 or Tier 2 status, since non-profit corporations are non-stock entities that cannot legally have any owners.

<sup>9</sup> In order to prevent applicants from gaming the program, we recommend adding a "Qualifying Period" during which the ownership interest of Qualifying Individuals may not be diluted or divested.

4. A Former Resident of a Disproportionately Impacted Area; or
- ii. A former Resident of a Disproportionately Impacted Area and currently at least two of the following:
  1. Low Income.
  2. Member of an Impacted Family.
  3. Resident of an Impoverished Area.

Such individuals are hereinafter referred to as “Qualifying Individuals”.

2. To qualify for Social Equity Program Tier 2, **[a minimum of 33.3%]<sup>10</sup>** of the applicant’s business must be owned **[and]<sup>11</sup> [controlled/operated]<sup>12</sup>** by one or more Qualifying Individuals **[who will hold such interest for the Qualifying Period], and must meet the criteria listed above.**
3. Applicants for Social Equity Program Tiers 1 and 2 may not submit licensing applications to operate more than one license per category of commercial cannabis activity (e.g., cultivation, manufacturing retail) in the [CITY/COUNTY].
4. A Tier 3 Social Equity Program licensee shall enter into an Incubation Agreement with a Tier 1 or Tier 2 Social Equity Program participant (an “Incubated Licensee”) to provide rent-free space owned or leased by the Tier 3 licensee, with prorated utilities, and compliant security equipment and services (“Incubation Space”) for the Incubated Licensee’s commercial cannabis business operations for a period of **[X]** years.
  - i. The Tier 3 licensee shall provide Incubation Space that meets all of the following conditions:
    1. The Incubated Licensee can conduct commercial cannabis activities authorized by its license type in the Incubation Space without violating any land use or sensitive use requirements in [INSERT CITATION TO GENERAL MUNICIPAL LICENSING ORDINANCE].
    2. The Incubated Licensee will not incur costs for bringing mechanical, electrical, plumbing, and fire and life safety systems into compliance with [CITY/COUNTY] and State regulations;

<sup>10</sup> It should be noted again that bracketed terms may be adjusted by the adopting jurisdiction. We recommend a floor of no less than 33%, but adopting jurisdictions may consider a higher floor of at least 51%.

<sup>11</sup> “And/Or” may be an appropriate language choice if the adopting jurisdiction will allow non-profit organizations to be eligible for Tier 1 or Tier 2 status, since non-profit corporations are non-stock entities that cannot legally have any owners.

<sup>12</sup> Where, as in Tier 2, the eligible individuals hold less than a majority of the applicant’s equity, voting “control” is not mathematically possible; in this instance, the term “operated” may be a better choice than controlled.

3. The Incubated Licensee has the legal right to occupy and use the Incubation Space for the commercial cannabis activities authorized by its license type.
- ii. The [CITY/COUNTY] may, at its discretion, approve a fee to be paid by the Tier 3 licensee to one or more Tier 1 and Tier 2 licensees in lieu of Incubation Space. At minimum, the fee shall be equivalent to **[two times]**<sup>13</sup> the highest cost per square foot for a) commercial, b) industrial, or c) manufacturing space within the City adjusted annually based on the US Commercial Real Estate Index ("CREI") multiplied by the required amount of space for incubation multiplied by the required incubation term.
- iii. The Incubation Agreement shall include reasonable covenants obligating Tier 3 licensees to negotiate in good faith over preferred business relationships with its Incubated Licensee immediately upon the successful licensure of both businesses.<sup>14</sup>
- iv. The Incubation Agreement shall include reasonable covenants negotiated in good faith obligating Tier 3 licensees not to compete directly with the Incubated Licensee for the term of the Incubation Agreement, to the extent permissible under applicable state and federal competition laws.
5. Additionally, a Tier 3 license shall prepare a staffing plan that demonstrates intent, and methods, to comply with Section 3 of this Act [GOOD-FAITH EFFORTS FOR EQUITY IN EMPLOYMENT], including:
  - i. organizational chart, demonstrating the roles and responsibilities of each employee and the reporting structure, and
  - ii. description of applicant's employment outreach and recruitment strategies, including providing employment opportunities to persons who have been disproportionately impacted by the criminalization of Cannabis.
6. The [CITY/COUNTY] shall issue guidance on acceptable forms of evidence of Tier 1, Tier 2, and Tier 3 Social Equity Program eligibility.

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<sup>13</sup> The intent here is to make the in-lieu fee a more expensive option so that incubation remains an attractive option. The multiplier can be adjusted as appropriate based on real estate pricing in the city or county. For example, if real estate pricing varies greatly across different areas of a city or county, a city- or county-wide multiplier may need to be removed, adjusted down, or broken out by smaller geographic units.

<sup>14</sup> For the sake of example, a Tier 3 licensee with a distribution facility which incubates a manufacturer may enter into a long term contract for the distribution of the incubated licensee's products for the term of the Incubation Agreement.

- F. Tier 1, Tier 2, **[and Tier 3]** participants in the Social Equity Program shall be eligible to receive the following benefits:
1. Priority processing of license applications.
  2. Expedited annual license renewal processing.
  3. **[Waived application and initial licensing fees.]**<sup>15</sup>
  4. Tier 1 and Tier 2 Social Equity Program licensees shall also be eligible for **[one or more of the following]**:
    - i. Low-interest or no-interest business loans awarded by the [CITY/COUNTY] or the [CITY/COUNTY]'s designee.<sup>16 17</sup>
    - ii. Municipal grants for start-up costs, funded by the Cannabis Social Equity Fund.
    - iii. Opportunities for incubation by a Tier 3 Social Equity Program licensee.
    - iv. Access to [CITY/COUNTY] events and information intended to facilitate introductions between licensees and potential investors and/or incubators.
    - v. Business, licensing, inspection, and building and land use permitting requirements, and operational compliance assistance and training provided by the [CITY/COUNTY] or the [CITY/COUNTY]'s designee.<sup>18</sup>
    - vi. Waived or reduced [CITY/COUNTY] fees related to securing cannabis-related local land use entitlements and permits, building permits and inspections.

<sup>15</sup> If waiving application and first annual licensing fees for all Social Equity Program participants is not feasible for a given jurisdiction, the local cannabis regulatory authority may consider offering at least a 50% reduction in application and first annual licensing fees for Social Equity Program participants as an alternative. Additionally, a jurisdiction may consider requiring a Tier 3 licensee to cover the cost of application and first annual licensing fees for Tier 1 and Tier 2 licensees.

<sup>16</sup> Potential funding sources for low-interest or no-interest loans to consider: cannabis tax revenue, although taxation is typically limited in medical cannabis markets; existing local funds used to support local government programs for economic development, diversity, or other related subjects; fees collected from a subset of cannabis licensees, such as cannabis licensees who do not participate in the Social Equity Program.

<sup>17</sup> Eligibility standards must be established for the low-interest or no-interest loan program. Localities may wish to consider, but need not feel limited to, the following factors: "operations ready" status, demonstrated financial need, or other factors deemed relevant by an established local sub-unit with community-level decision-making authority and an in-depth understanding of the community's needs (e.g., Neighborhood Council, Economic Development Council).

<sup>18</sup> In this case, the Department's designee may be another local government body that is better suited to perform this role or a third-party contractor with the necessary skills and expertise to provide excellent service to Social Equity Program participants.

- vii. Subject to [neighborhood]<sup>19</sup> approval, an exemption from “buffer zones” under [INSERT CITATION TO SPECIFIC ORDINANCE PROVISION] of the Local Licensing Ordinance mandating distance between premises.
  - viii. **[Waived or reduced annual license renewal fees, as follows:**
    - 1. 75% reduction in first annual license renewal fees;**
    - 2. 50% reduction in second annual license renewal fees;**
    - 3. 25% reduction in third annual license renewal fees;**
    - 4. Additional fee reduction at the Department’s discretion on the basis of demonstrated financial need.<sup>20</sup>]**
- G. The [CITY/COUNTY] shall review and process applications for cannabis business licenses in the following order:
- 1. First priority: Tier 1 Program applicants.
  - 2. Second priority: Tier 2 Program applicants.
  - 3. Third priority: Tier 3 Program applicants that will provide Incubation Space to Tier 1 Program applicants.
  - 4. Fourth priority: Tier 3 Program applicants that will provide Incubation Space to Tier 2 Incubatees.
  - 5. Fifth priority: Tier 3 Program applicants that will provide a Department-approved fee in lieu of Incubation Space.
  - 6. Sixth priority: General applicants who enter an agreement with the City to contribute funds to Social Equity Commission initiatives including, without limitation, community reinvestment and the Social Equity Program. Prioritization within this category shall be based on annual contributions.
  - 7. Seventh priority: All other general applicants.
- H. The [CITY/COUNTY] shall verify the eligibility of all Tier 1 and Tier 2 applicants.
- 1. Applicants will be required to disclose all business formation documents for their businesses, as well as any resolutions or consents of the board of directors or managers, any shareholder or LLC member consents and agreements (including but not limited to voting agreements), and any material agreements (including, but not limited to, service, licensing and royalty agreements, and real estate leases and agreements) which distributes the business’ revenues and/or profits to any other party.
  - 2. The disclosure requirement in subsection 1 above will be a continuing obligation for all Tier 1 and Tier 2 licensees, which shall make their

<sup>19</sup> The reference to “neighborhood” could be revised to refer to a city ward, supervisorial district or other political subset of the adopting jurisdiction.

<sup>20</sup> Alternatively, a locality may consider fee deferral until a Social Equity Program licensee is profitable and can afford assessed fees.

corporate records open to inspection by the [CITY/COUNTY] upon reasonable notice.

3. The ownership interests held by Qualifying Individuals in a Tier 1 or Tier 2 business may not be diluted through additional capital contributions into the business during the Qualifying Period.
4. The ownership interests of Qualifying Individuals may not be transferred or sold during the Qualifying Period; provided, however, the Qualifying Individuals in a single business may transfer their ownership interests among each other at any time with prior written notice to the [CITY/COUNTY].
5. Qualifying Individuals may only be divested of their ownership interest in a Tier 1 or Tier 2 business for acts or omissions which would otherwise result in the loss of a state or local cannabis business license if the Qualifying Individual is not divested.

**MODEL ORDINANCE NO. 2: GOOD-FAITH EFFORT FOR EQUITY IN  
EMPLOYMENT<sup>21</sup>**

**ORDINANCE TEXT**

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

Whereas it is estimated that less than 1 percent of the cannabis industry is owned or operated by people of color;

Whereas the continued enforcement of cannabis prohibition laws results in over 600,000 arrests annually, disproportionately impacting people of color who are almost 4 times more likely to be arrested for cannabis possession than their White counterparts, despite equal rates of use across populations;

Whereas applicants for cannabis licenses are limited by numerous laws, regulations, and exorbitant permit applications and licensing fees in these States, which can total more than \$700,000;

Whereas historically disproportionate arrest and conviction rates make it particularly difficult for people of color to enter the legal cannabis marketplace, as most States bar these individuals from participating;

Whereas individuals with cannabis and other convictions types are burdened with collateral consequences that make seeking employment, receiving public benefits, obtaining occupational licenses, and pursuing higher education more difficult;

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<sup>21</sup> An equity program need not exist for adoption of this ordinance.



Whereas some States and municipalities have taken proactive steps to mitigate inequalities in the legal cannabis marketplace and ensure equal participation in the industry.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

## SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Social Equity in Cannabis Employment Act of 20[ ] (hereinafter, this “Act”).

## SECTION 2: GOOD-FAITH EFFORT FOR EQUITY IN EMPLOYMENT

A. In addition to the definitions in [INSERT CITATION TO GENERAL MUNICIPAL CANNABIS LICENSING ORDINANCE] (the “Local Licensing Ordinance”), the following definitions apply within this Act:

1. “Dependent” has the same meaning ascribed to it by the Internal Revenue Service for individual income tax purposes and is determined by satisfaction of either the qualifying child tests or qualifying relative tests described in the most current version of the annual IRS Tax Guide for Individuals.
2. “Low Income” means an individual who currently (at the time of licensing) lives in a household with household income that is less than eighty percent (80%) of the current fiscal year median family income for the county of residence, as determined by the United States Department of Housing and Urban Development or its successor agency.<sup>22 23</sup>
3. “Member of an Impacted Family” means an individual who, in the previous tax year, had a parent, legal guardian, child, spouse, or dependent, or was a dependent of an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], was arrested for, convicted of, or adjudged to be a ward of the juvenile court for any non-violent crime under the laws

<sup>22</sup> A locality should provide the link to HUD’s annual median family income figures as soon as reasonably practicable following annual publication. See here: <https://www.huduser.gov/portal/datasets/il.html>

<sup>23</sup> Some states annually produce alternative low income figures that are adjusted based on factors deemed relevant by the state, such as cost of living, housing costs, and state income tax deductions. Where available, annually published state low income figures that are based on median family income but are further adjusted should be employed in the definition of low income instead of HUD’s median family income figures.

of [STATE] or any other jurisdiction relating to the sale, possession, use, cultivation, manufacture, or transport of cannabis.<sup>24</sup>

4. "Prior Controlled Substance Record" means to have been arrested for, convicted of, or adjudged to be a ward of the juvenile court for any crime under the laws of [INSERT STATE] or any other jurisdiction relating to the sale, possession, use, cultivation, manufacture, or transport of a controlled substance prior to [EFFECTIVE DATE OF LEGALIZATION].
5. "Resident of a Disproportionately Impacted Area"<sup>25</sup> means an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], lived for a minimum of **[2-10]** consecutive or non-consecutive year(s) between 1970 to the effective date of legalization in a geographic area or areas that experienced a disproportionately high number of cannabis arrests relative to population, during the individual's residency in such geographic area, as determined by the Social Equity Study.<sup>26 27</sup>
6. "Resident of an Impoverished Area" means an individual who maintained a primary residence in census tracts where at least **[X]**% of the households had incomes at or below the federal poverty level during the individual's residency in such census tract, and who did so for a minimum of **[Y]** consecutive or **[Z]** non-consecutive years.

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<sup>24</sup> Localities may consider expanding to include family members with any arrest or conviction for any non-violent and/or controlled substance crime.

<sup>25</sup> Localities should adjust this requirement and consider restricting it to a specific time period based on periods of highest arrests, housing displacement or gentrification, or any other factors deemed relevant.

<sup>26</sup> We strongly recommend a data-driven approach to identifying disproportionately impacted areas, so this criterion was purposefully left vague. It should be further specified following the release of findings from a Social Equity Study commissioned by the adopting jurisdiction. The City of Boston, the City of Sacramento, the City of Los Angeles, the City and County of San Francisco, and other prominent social equity jurisdictions have commissioned similar reports that can be used as a guideline for determining scope. Please note that the common approach to defining disproportionately impacted areas is to look at standard deviations in cannabis arrest rates across different geographic units, however the geographic units for which police arrest data is available will vary across localities and will substantially impact how disproportionately impacted areas are defined. Each locality will need to consider different ways to conceptualize disproportionately impacted areas and figure out which is most effective in helping the locality achieve the stated goals of its Social Equity Program.

<sup>27</sup> Other conditionally applicable criteria for localities to consider:

Experienced housing instability - Consider in jurisdictions with substantial housing shortage or other relevant housing market conditions. Sample Language: "Since 1995, experienced housing insecurity in San Francisco, as evidenced by eviction, foreclosure, or revocation of housing subsidy" ([SF Police Code \("SFPC"\) § 1604\(b\)\(4\)\(C\)](#))

Attended public school for some minimum amount of time - Consider in jurisdictions where there is substantial income differentiation between public and private school attendees. Sample Language: "Attended a school under the jurisdiction of the San Francisco Unified School District for five years, either consecutively or in total, during the period 1971-2016" ([SFPC § 1604\(b\)\(4\)\(E\)](#))

- B. **[Each licensee, including Tier 1 and Tier 2 licensees][Each Tier 3 licensee]**<sup>28</sup> shall undertake good-faith efforts to ensure that at least 25% of the Licensee's employees must be individuals who:
1. Has a Prior Controlled Substance Conviction;
  2. Is Low Income;
  3. Is a Member of an Impacted Family;
  4. Is a Resident of an Impoverished Area; or
  5. Is a former Resident of a Disproportionately Impacted Area.
- C. Annually, **[each licensee, including Tier 1 and Tier 2 licensees]/[each Tier 3 licensee]** shall send to [CITY/COUNTY] a certification, stating either:
1. that at least 25% of the Licensee's employees meet one of the five criteria above, or
  2. (a) that the Licensee has hired such employees to the extent feasible, and describing the Licensee's employment outreach and recruitment strategies, including providing employment opportunities to persons meet one of the five criteria above and (b) that the Licensee transmitted all job openings, to [CITY/COUNTY] agency responsible for workforce development, for public posting.

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<sup>28</sup> Some participants wanted to see Tier 3 businesses mandated to do business with their incubatees (such as a retail storefront incubator providing its delivery service incubatee the exclusive contract to deliver for the storefront for a period of years), or at least not to set-up a business that competes with the incubatee for a period of years.

## MODEL ORDINANCE NO. 3: COMMUNITY BENEFITS AGREEMENT<sup>29</sup>

### ORDINANCE TEXT

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

### SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Community Benefits Agreement Act of 20[ ] (hereinafter, this “Act”).

### SECTION 2: COMMUNITY BENEFITS AGREEMENT<sup>30</sup>

A. In addition to the definitions in [INSERT CITATION TO GENERAL MUNICIPAL CANNABIS LICENSING ORDINANCE] (the “Local Licensing Ordinance”), the following definitions apply within this Act

1. “Resident of a Disproportionately Impacted Area”<sup>31</sup> means an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], lived for a minimum of [2-10] consecutive or non-consecutive year(s) between 1970 to the effective date of legalization in a geographic area or areas that experienced a disproportionately high number of cannabis arrests relative to population, during the individual’s residency in such geographic area, as determined by the Social Equity Study.<sup>32 33</sup>

<sup>29</sup> This ordinance may be adopted with or without a social equity program.

<sup>30</sup> This provision may be removed if a social equity program is not adopted.

<sup>31</sup> Localities should adjust this requirement and consider restricting it to a specific time period based on periods of highest arrests, housing displacement or gentrification, or any other factors deemed relevant.

<sup>32</sup> We strongly recommend a data-driven approach to identifying disproportionately impacted areas, so this criterion was purposefully left vague. It should be further specified following the release of findings from a Social Equity Study commissioned by the adopting jurisdiction. The City of Boston, the City of Sacramento, the City of Los Angeles, the City and County of San Francisco, and other prominent social equity jurisdictions have commissioned similar reports that can be used as a guideline for determining scope. Please note that the common approach to defining disproportionately impacted areas is to look at

- B. The [CITY/COUNTY] may, at its discretion, adopt an ordinance that requires applicants to enter into a community benefits agreement with the [CITY/COUNTY] as a condition of license issuance. The general scope of the community benefits agreement and the procedures for administration shall be established by ordinance.
- C. Except as otherwise specified, contributions made pursuant to a community benefits agreement may be monetary, non-monetary, or both.
- D. At least once annually, the [CITY/COUNTY] shall request that each disproportionately impacted area [INSERT EQUIVALENT OF COMMUNITY PLAN AREA/NEIGHBORHOOD COUNCIL] and residents adversely impacted by a prior arrest or other criminal justice system involvement prepare a list of community needs.
- E. Non-monetary contributions shall be responsive to the needs of one or more disproportionately impacted areas.
- F. Monetary contributions shall support programs, initiatives, and organizations that address the needs of one or more disproportionately impacted areas.
- G. Procedures for collection and distribution of community benefits funds shall be established by ordinance.
- H. The [CITY/COUNTY] may exempt Social Equity Program participants from any mandate to enter a community benefits agreement with the [CITY/COUNTY] or any mandatory monetary contribution related to a community benefits agreement for up to three years.
- I. The [CITY/COUNTY] shall not enter a community benefits agreement that requires a General Applicant or General Licensee to contribute funds in excess of three percent (3%) of projected or actual annual net profits or the dollar equivalent thereof.
- J. The [CITY/COUNTY] shall not enter a community benefits agreement that requires a Social Equity Program participant to contribute funds in excess of one

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standard deviations in cannabis arrest rates across different geographic units, however the geographic units for which police arrest data is available will vary across localities and will substantially impact how disproportionately impacted areas are defined. Each locality will need to consider different ways to conceptualize disproportionately impacted areas and figure out which is most effective in helping the locality achieve the stated goals of its Social Equity Program.

<sup>33</sup> Other conditionally applicable criteria for localities to consider:

Experienced housing instability - Consider in jurisdictions with substantial housing shortage or other relevant housing market conditions. Sample Language: "Since 1995, experienced housing insecurity in San Francisco, as evidenced by eviction, foreclosure, or revocation of housing subsidy" ([SF Police Code \("SFPC"\) § 1604\(b\)\(4\)\(C\)](#))

Attended public school for some minimum amount of time - Consider in jurisdictions where there is substantial income differentiation between public and private school attendees. Sample Language: "Attended a school under the jurisdiction of the San Francisco Unified School District for five years, either consecutively or in total, during the period 1971-2016" ([SFPC § 1604\(b\)\(4\)\(E\)](#))

percent (1%) of projected or actual annual net profits or the dollar equivalent thereof.

- a. As used in this section, “net profits” means (i) the total amount actually received or receivable from all sales, and the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise minus (ii) any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever.<sup>34</sup>
- K. A Social Equity Program participant may submit a request to the [CITY/COUNTY] for reduction or deferral of contributions required by community benefits agreement on the basis of financial hardship.<sup>35</sup>
- L. Within fourteen (14) calendar days of the date the request is received by the [CITY/COUNTY], the [CITY/COUNTY] shall approve or deny the request in writing.
- M. If the [CITY/COUNTY] fails to approve or deny the request within fourteen (14) days of receipt, the request is deemed approved.
- N. The [CITY/COUNTY] shall not impose any requirements in a community benefits agreement or in relation to such agreement that would be unreasonable, impractical, or contrary to the public interest for the licensee to comply with.
- O. The [CITY/COUNTY] shall prepare an annual report on community benefits agreements for the Cannabis Social Equity Commission. The report shall include, without limitation, a description of the conditions that trigger a community benefits agreement, the total number of active community benefits agreements, the number of new community benefits agreements, the number of retired community benefits agreements, a list of participating licensees and compliance status, funds owed and collected, and a summary of non-monetary contributions.
- P. The [CITY/COUNTY] shall conduct a periodic review of community benefits agreements at least every 12 months, at which time the licensee subject to the agreement shall be required to demonstrate good faith compliance with the terms of the agreement. If, as a result of such periodic review, the [CITY/COUNTY] finds and determines, on the basis of substantial evidence, that the licensee has not complied in good faith with terms or conditions of the agreement, the [CITY/COUNTY] may terminate or modify the agreement. The [CITY/COUNTY]

<sup>34</sup> This definition may be revised and tailored by the adopting jurisdiction to account for microbusinesses and other vertically-integrated businesses that have intra-company sales.

<sup>35</sup> This provision may be removed if a social equity program is not adopted.

shall not terminate a community benefits agreement entered into by the [CITY/COUNTY] and a Social Equity Program participant unless such action is considered and approved in writing by the Cannabis Social Equity Commission.



## MODEL ORDINANCE NO. 4: COMMUNITY REINVESTMENT FUND<sup>36</sup>

### ORDINANCE TEXT

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

Whereas tax revenue generated from the adult-use sales of cannabis could be used to reinvest in communities most harmed by cannabis prohibition, including efforts to create access to capital, job training programs, and with seeking assistance to expunge criminal convictions.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

#### **SECTION 1: SHORT TITLE**

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Community Reinvestment Fund Act of 20[ ] (hereinafter, this “Act”).

#### **SECTION 2: COMMUNITY REINVESTMENT FUND**

A. In addition to the definitions in [INSERT CITATION TO GENERAL MUNICIPAL CANNABIS LICENSING ORDINANCE] (the “Local Licensing Ordinance”), the following definitions apply within this Act:

1. “Resident of a Disproportionately Impacted Area”<sup>37</sup> means an individual who, prior to [EFFECTIVE DATE OF LEGALIZATION MEASURE], lived for a minimum of [2-10] consecutive or non-consecutive year(s) between 1970 to the effective date of legalization in a geographic area or areas that

<sup>36</sup> This ordinance may be adopted with or without a social equity program.

<sup>37</sup> Localities should adjust this requirement and consider restricting it to a specific time period based on periods of highest arrests, housing displacement or gentrification, or any other factors deemed relevant.

experienced a disproportionately high number of cannabis arrests relative to population, during the individual's residency in such geographic area, as determined by the Social Equity Study.<sup>38 39</sup>

- B. The [CITY/COUNTY] shall establish a Community Reinvestment Fund for the purpose of revitalizing Disproportionately Impacted Areas and improving life outcomes for persons with a Prior Cannabis Record and residents of Disproportionately Impacted Areas.
1. Disproportionately Impacted Areas will be identified in a manner determined by the Social Equity Study.<sup>40</sup>
  2. [CITY/COUNTY] shall consult with community members to determine where the funds should be allocated.
- C. On at least an annual basis, a percentage of tax and non-licensing fee revenue from licensed cannabis businesses shall be transferred to the Community Reinvestment Fund.<sup>41</sup>

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<sup>38</sup> We strongly recommend a data-driven approach to identifying disproportionately impacted areas, so this criterion was purposefully left vague. It should be further specified following the release of findings from a Social Equity Study commissioned by the adopting jurisdiction. The City of Boston, the City of Sacramento, the City of Los Angeles, the City and County of San Francisco, and other prominent social equity jurisdictions have commissioned similar reports that can be used as a guideline for determining scope. Please note that the common approach to defining disproportionately impacted areas is to look at standard deviations in cannabis arrest rates across different geographic units, however the geographic units for which police arrest data is available will vary across localities and will substantially impact how disproportionately impacted areas are defined. Each locality will need to consider different ways to conceptualize disproportionately impacted areas and figure out which is most effective in helping the locality achieve the stated goals of its Social Equity Program.

<sup>39</sup> Other conditionally applicable criteria for localities to consider:

Experienced housing instability - Consider in jurisdictions with substantial housing shortage or other relevant housing market conditions. Sample Language: "Since 1995, experienced housing insecurity in San Francisco, as evidenced by eviction, foreclosure, or revocation of housing subsidy" ([SF Police Code \("SFPC"\) § 1604\(b\)\(4\)\(C\)](#))

Attended public school for some minimum amount of time - Consider in jurisdictions where there is substantial income differentiation between public and private school attendees. Sample Language: "Attended a school under the jurisdiction of the San Francisco Unified School District for five years, either consecutively or in total, during the period 1971-2016" ([SFPC § 1604\(b\)\(4\)\(E\)](#))

<sup>40</sup> As previously stated, we strongly advocate for a data-driven approach to determining which communities have been disproportionately impacted and therefore should be targeted for community reinvestment initiatives and other benefits. However, we recognize that commissioning a Social Equity Study is expensive and may not be feasible for all localities. A less expensive alternative may be to conduct internal analysis of cannabis arrest data to determine a simple standard (e.g., 1.5+ standard deviations above the mean cannabis arrest rate for the City) for identifying "disproportionately impacted" communities. Localities may also consider adding eligibility criteria that are indirectly related to or are results of discriminatory cannabis enforcement on the basis of race and class in an effort to broaden the base of communities and persons that may benefit from the Community Reinvestment Fund.

<sup>41</sup> This text will need to be adjusted depending on how cannabis funds will be collected and allocated. We intentionally left little detail regarding appropriations so that the text may be easily adjusted. Localities may consider including details regarding the person or agency that grants fund transfers, where transfers

- D. Community Reinvestment Fund monies shall be used for purposes including, at minimum:
1. Assisting individuals with Prior Criminal Records and residents of Disproportionately Impacted Areas to obtain copies of their criminal record histories;
  2. Record or sentence modification for persons with criminal convictions, including development and implementation of regular legal clinic models to access record change services through the public defender's office, legal aid organizations, or local law schools and/or automated solutions;<sup>42</sup>
  3. Reentry services (e.g., job placement voter registration, etc.), especially in Disproportionately Impacted Areas; and
  4. Job training for residents of Disproportionately Impacted Areas, including training in management and other areas reasonably expected to help trainees secure higher-level jobs.
  5. Community health and nutrition programs, including school based community gardens
  6. Community driven asset mapping to determine future needs

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will be made from, who has decision-making authority regarding fund appropriations, and minimum annual transfer thresholds.

Localities should also consider including a directive for an initial appropriation from the General Fund or another appropriate local fund unrelated to cannabis to prevent delays in program roll out. The initial amount borrowed could then be reimbursed in full once a sufficient amount of cannabis tax and fee revenue has been collected.

<sup>42</sup> Automated solutions are optimal because they positively impact the greatest number of individuals and demand no further investment of time or money by impacted individuals who have been burdened by the stigma of a criminal record for cannabis. However, we recognize that automated solutions may not be feasible -- politically or otherwise -- in some localities and encourage those localities to pursue expungement and resentencing in an achievable manner (i.e. through the public defender's office, local legal aid organizations, or area law schools with clean slate clinics). We support all expungement and resentencing efforts for prior cannabis offenders in states that have legalized and encourage localities to tailor their approaches as needed to make progress in this area.

## **MODEL ORDINANCE NO. 5: NO ADDITIONAL RESTRICTIONS ON ENTRY INTO CANNABIS INDUSTRY<sup>43</sup>**

### **ORDINANCE TEXT**

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

Whereas it is estimated that less than 1 percent of the cannabis industry is owned or operated by people of color;

Whereas applicants for cannabis licenses are limited by numerous laws, regulations, and exorbitant permit applications and licensing fees in these States, which can total more than \$700,000;

Whereas historically disproportionate arrest and conviction rates make it particularly difficult for people of color to enter the legal cannabis marketplace, as most States bar these individuals from participating.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

### **SECTION 1: SHORT TITLE**

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Reducing Barriers to Entry into Cannabis Industry Act of 20[ ] (hereinafter, this “Act”).

### **SECTION 2: NO ADDITIONAL RESTRICTIONS ALLOWED ON ENTRY INTO CANNABIS INDUSTRY**

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<sup>43</sup> This ordinance may be adopted with or without a social equity program.

- A. [CITY/COUNTY] shall place no additional restrictions on who can obtain a license to operate or work in the cannabis industry than those already created by [CITATION TO STATE LICENSING STATUTE], including prior history of substance use disorder or treatment for a substance use disorder, etc.
- B. Convictions for any crime not related to an applicant's candor or character shall not disqualify them from obtaining a license to operate or seek employment in the cannabis industry. Evidence of rehabilitation may be used in determining whether a person should be licensed to operate or be employed in the industry if their conviction directly relates to the operation of a business.
- C. Applicants who are denied licensure shall have an opportunity to appeal [CITY/COUNTY]'s decision, and shall be provided with an explanation of why their application was denied.
- D. Background checks shall only be used to determine whether an applicant was convicted of a crime that excludes them from state licensing.

## MODEL ORDINANCE NO. 6: DATA COLLECTION<sup>44</sup>

### ORDINANCE TEXT

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas it is estimated that less than 1 percent of the cannabis industry is owned or operated by people of color;

Whereas historically disproportionate arrest and conviction rates make it particularly difficult for people of color to enter the legal cannabis marketplace, as most States bar these individuals from participating;

Whereas some States and municipalities have taken proactive steps to mitigate inequalities in the legal cannabis marketplace and ensure equal participation in the industry.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

#### **SECTION 1: SHORT TITLE**

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Social Equity Data Collection Act of 20[ ] (hereinafter, this “Act”).

#### **SECTION 2: DATA COLLECTION**

- A. The agency regulating the licensure of cannabis businesses in [CITY/COUNTY] shall collect demographic data on all applicants and for all application types in [CITY/COUNTY]. This shall include, but not be limited to, information on race, ethnicity, gender, income level, prior convictions, and veteran status. The data will be used to inform future efforts to create more equity in [CITY/COUNTY] cannabis industry.

<sup>44</sup> This ordinance may be adopted with or without a social equity program.

- B. Cannabis businesses in [CITY/COUNTY] shall report to the extent allowed under state law the demographic information on their workforce, including information on race, ethnicity, gender, income level, prior convictions, and veteran status.
- C. [CITY/COUNTY] will collect data on law enforcement involvement related to cannabis law violations, including the violation type, race, ethnicity, and gender.
- D. This information will be consolidated and reported without individual identifying information, and posted to the agency's website annually.



## MODEL ORDINANCE NO. 7: SOCIAL CONSUMPTION LOUNGES<sup>45</sup>

### ORDINANCE TEXT

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas legal cannabis sales totaled \$12.2 billion in 2018 and are projected to surpass \$50 billion by 2026;

Whereas the communities that have been most harmed by cannabis prohibition are benefiting the least from the legal marijuana marketplace;

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas tax revenue generated from the adult-use sales of cannabis could be used to reinvest in communities most harmed by cannabis prohibition, including efforts to create access to capital, job training programs, and with seeking assistance to expunge criminal convictions;

Whereas Federal law severely limits access to loans and capital for cannabis businesses, disproportionately impacting minority small business owners; and

Whereas some States and municipalities have taken proactive steps to mitigate inequalities in the legal cannabis marketplace and ensure equal participation in the industry.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

### **SECTION 1: SHORT TITLE**

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Social Consumption Lounge Act of 20[ ] (hereinafter, this "Act").

### **SECTION 2: PERMITTING SOCIAL CONSUMPTION LOUNGES**

<sup>45</sup> This ordinance may be adopted with or without a social equity program.

- A. "Consumption Lounge" means a permitted premises where cannabis goods and products may be brought and/or purchased there for on-site consumption, and consumed by persons 21 years of age and over.
- B. Consumption Lounges may sell cannabis-infused food items and non-cannabis-infused food items, and allow consumption of food and drink.
- C. Consumption Lounges must notify patrons that entry by persons under age 21 is prohibited, including but not limited to posting a conspicuous sign at the entry that states: "Entry into this premises by persons under age 21 is prohibited."
- D. Consumption Lounges must notify patrons that cannabis consumption can impair driving ability, including but not limited to providing information on local car services, public transportation, and ride-share programs.
- E. Consumption Lounges must train their personnel about the various products provided, including their potency, absorption time, and effects. In an effort to ensure responsible consumption, Consumption Lounge personnel must educate all customers about products' potency, absorption time, and effects.
- F. Any ordinance or rule that establishes hours of operation or creates a distance restriction from other types of facilities or uses shall be no more restrictive than the most restrictive hours of operation or distance restriction in [STATE] law or any rule promulgated by the [AUTHORITY OF CITY/COUNTY] placed upon new applicants for a license permitting the sale of alcoholic beverages for on-site consumption.

## MODEL ORDINANCE NO. 8: RECORD CHANGE PROVISIONS<sup>46</sup>

### ORDINANCE TEXT

Whereas a legacy of racial and ethnic injustices, compounded by the disproportionate collateral consequences of 80 years of cannabis prohibition enforcement, now limits participation in the industry;

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas according to the American Civil Liberties Union (ACLU), enforcing cannabis prohibition laws costs taxpayers about \$3.6 billion a year;

Whereas the continued enforcement of cannabis prohibition laws results in over 600,000 arrests annually, disproportionately impacting people of color who are almost 4 times more likely to be arrested for cannabis possession than their White counterparts, despite equal rates of use across populations;

Whereas people of color have been historically targeted by discriminatory sentencing practices resulting in Black men receiving drug sentences that are 13.1 percent longer than sentences imposed for White men and Latinos being nearly 6.5 times more likely to receive a Federal sentence for cannabis possession than non-Hispanic Whites;

Whereas, in 2013, simple cannabis possession was the fourth most common cause of deportation for any violation and the most common cause of deportation for drug law violations;

Whereas individuals with cannabis and other convictions types are burdened with collateral consequences that make seeking employment, receiving public benefits, obtaining occupational licenses, and pursuing higher education more difficult;

Whereas individuals with prior convictions are often unaware that remedies exist under state law to expunge cannabis and non-cannabis convictions;

Whereas expunging prior convictions for activity that is now legal or that has been reduced in severity is often too costly for individuals and communities most harmed by the drug war and cannabis prohibition;

Whereas tax revenue generated from the adult-use sales of cannabis could be used to reinvest in communities most harmed by cannabis prohibition, including efforts to

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<sup>46</sup> This ordinance may be adopted with or without a social equity program.

create access to capital, job training programs, and with seeking assistance to expunge criminal convictions.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

## SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Record Modification Act of 20[ ] (hereinafter, this “Act”).

## SECTION 2: RECORD CHANGE PROVISIONS<sup>47</sup>

- A. For purposes of this Section, “Record Change Process” includes all processes related to the change of one’s criminal record to lessen or eliminate the legal consequences associated with a criminal conviction or arrest. This may include, but is not limited to, expungement, vacating, purging, sealing, dismissing, resentencing, reclassification, any combination of the aforementioned, etc. This process may be applicable to all conviction types and criminal justice interactions, including felonies, misdemeanors, infractions, citations, arrests, juvenile adjudications, etc.
- B. For purposes of this Section, “Automating” (re: Record Change Process) refers to a process wherein a person convicted and/or arrested for a crime is not required to initiate the record change process on their own. Instead, the city or county prosecutor’s office would assess all convictions in their jurisdiction to determine which are eligible to be changed.
- C. [CITY/COUNTY] shall make opportunities available to individuals with criminal convictions and arrests to have their criminal record history, or sentence if they are currently under carceral control,<sup>48</sup> modified in accordance with record change statutes in [State]. This shall apply to all conviction types and arrests for which a remedy exists for record modification. [CITY/COUNTY] will take **[one or a combination]** of the following approaches to achieve this goal:
  - 1. Automating the record change process for cannabis and non-cannabis convictions;

<sup>47</sup> Some states, like California, have passed legislation to automate the record change process for prior cannabis convictions. An adopting jurisdiction in such a state could omit this Section. See AB 1793, recently signed into CA law:

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB1793](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1793)

<sup>48</sup> Carceral control includes, but is not limited to, prison, jail, probation, parole, and post-release community supervision.

2. Automating the record change process for cannabis and cannabis-related (i.e., paraphernalia) convictions only and providing information on how to access other record change services in [CITY/COUNTY];
  3. Allocating funds [made available through [CITY/COUNTY]'s general funds, an existing budget, or a local cannabis tax to [CITY/COUNTY]'s public defender's office, legal aid organizations, and/or local law schools that engage in record change work;
  4. Hosting legal fairs in partnership with the [CITY/COUNTY] public defender's office, legal aid organizations, [CITY/COUNTY] agency offices that engage in employment or housing issues, and/or local law schools that engage in record change work to offer post-conviction relief to persons with all conviction types in [CITY/COUNTY]; and/or
  5. Hosting legal fairs in partnership with the [CITY/COUNTY] public defender's office and/or local legal aid organizations to offer post-conviction relief to persons with at least one marijuana conviction [CITY/COUNTY].
- B. [CITY/COUNTY] shall create a directory of attorneys or offices (public defenders, legal aid organizations, etc.) that are willing to represent clients free of charge if their petition for record change is discretionary and they decide to attend a hearing, or if a hearing on their petition is required. [CITY/COUNTY] may consider making this available to persons falling below a designated income level.
- C. [CITY/COUNTY] shall make available through general funds, an existing budget, or a local cannabis tax free access to a convicted person's criminal record history, including, but not limited to, waiver of the following costs:
1. Live Scan or other fingerprinting or background-investigation services, if applicable;
  2. Printing and mailing of criminal records by [CITY/COUNTY] courts or [STATE] agency; and
  3. Administrative fees associated with obtaining a copy of one's record.

## MODEL ORDINANCE NO. 9: LOWEST LAW ENFORCEMENT PRIORITY<sup>49</sup>

### ORDINANCE TEXT

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

Whereas according to the American Civil Liberties Union (ACLU), enforcing cannabis prohibition laws costs taxpayers about \$3.6 billion a year;

Whereas the continued enforcement of cannabis prohibition laws results in over 600,000 arrests annually, disproportionately impacting people of color who are almost 4 times more likely to be arrested for cannabis possession than their White counterparts, despite equal rates of use across populations;

Whereas people of color have been historically targeted by discriminatory sentencing practices resulting in Black men receiving drug sentences that are 13.1 percent longer than sentences imposed for White men and Latinos being nearly 6.5 times more likely to receive a Federal sentence for cannabis possession than non-Hispanic Whites;

Whereas, in 2013, simple cannabis possession was the fourth most common cause of deportation for any violation and the most common cause of deportation for drug law violations;

Whereas individuals with cannabis and other convictions types are burdened with collateral consequences that make seeking employment, receiving public benefits, obtaining occupational licenses, and pursuing higher education more difficult.

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

### SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Cannabis Lowest Law Enforcement Priority Act of 20[\_\_\_] (hereinafter, this “Act”).

### SECTION 2: LOWEST LAW ENFORCEMENT PRIORITY

- A. [CITY/COUNTY] shall make investigation, citation, and arrest for cannabis law violations the lowest law enforcement priority. This does not apply to distribution to minors.

<sup>49</sup> This ordinance may be adopted with or without a social equity program.

- B. The following shall not constitute reasonable articulable suspicion of a crime in the absence of other factors:
1. The odor of burnt or unburnt marijuana;
  2. The possession of or suspicion of possession of cannabis that does not exceed the legal limit in [STATE];
  3. The possession of multiple containers of cannabis without evidence of excess of the legal limit in [STATE].
- C. [CITY/COUNTY] shall make all reasonable efforts to create spaces for on-site consumption as allowed under state law.



## MODEL ORDINANCE NO. 10: ELIMINATION OF SUSPICIONLESS DRUG TESTING

50

### ORDINANCE TEXT

Whereas 33 States and the District of Columbia have adopted laws allowing legal access to medicinal cannabis, and 11 States and the District of Columbia have adopted laws legalizing cannabis for adult use;

NOW, THEREFORE, THE PEOPLE OF THE [CITY] [AND] [COUNTY] OF \_\_\_\_\_, [STATE] DO ENACT AS FOLLOWS:

#### SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the [ENTER MUNICIPALITY NAME] Employee Drug-Testing Reform Act of 20[ ] (hereinafter, this “Act”).

#### SECTION 2: ELIMINATING SUSPICIONLESS DRUG TESTING

- A. No employer may demand, require, or request employees to submit to, to take or to undergo any blood, urine, or encephalographic test in the body as a condition of continued employment without reasonable documented cause; provided, however, that an employer may request such testing upon reasonable notice, but only for employees who work in sensitive job functions where the physical safety of such employee or others at the licensee’s facility may be jeopardized by the employee’s consumption of cannabis or other controlled substances.
- B. Under no circumstances may employers request, require, or conduct random or company-wide blood, urine, or encephalographic testing.
- C. In any action alleging that the employer violated this section, the employer shall have the burden of proof.

<sup>50</sup> This ordinance may be adopted with or without a social equity program.



**STAFF REPORT**  
**12/13/2023**

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

**FROM:** Dr. Gabriel Martin, City Manager

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

**STAFF RECOMMENDATION:**

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

**BACKGROUND:**

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

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

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

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

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

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

### **DISCUSSION/ANALYSIS:**

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

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

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

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

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

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

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

#### **Findings in Support of City Council Salary Increase under SB 329**

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

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

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

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

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

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

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

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

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

City Council Salaries in the Coachella Valley	
City	City Council Salary per month
Palm Springs	\$3,467
Cathedral City	\$1,330
Desert Hot Springs	\$1,111.62 councilmembers; \$1,559.18 mayor
Rancho Mirage	\$2,917 councilmembers; \$3,208 mayor
Palm Desert	\$1,875
Indian Wells	\$1039.45 councilmembers; \$1,299.31 mayor pro tem; \$1,559.18 mayor
La Quinta	\$2,300; mayor additional \$500/month
Indio*	\$1,339.47

Coachella*	\$711.05
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\* Indio and Coachella are the only general law cities in the Coachella Valley.

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

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

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

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

### **Compensation Increase Would Occur After the 2024 Election**

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

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

### **Future Salary Increases**

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

1. five percent (5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted; or
2. an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

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

**ALTERNATIVES:**

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

**FISCAL IMPACT:**

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

**RECOMMENDED ALTERNATIVE(S):**

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

**ORDINANCE NO. 1207****AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF COACHELLA, CALIFORNIA,  
AMENDING COACHELLA MUNICIPAL CODE  
SECTIONS 2.04.010 AND 2.04.020 REGARDING  
CITY COUNCIL COMPENSATION**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**“2.04.010 - Compensation of city council members.**

A. California Government Code Section 36516 provides for compensation for each member of the city council based upon the population of the city. The city has an

estimated population of forty-two thousand four hundred sixty two (42,462) as of January 2023, according to the California Department of Finance.

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

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

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

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

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

**SECTION 5.** Reimbursement. The salaries prescribed by this Ordinance are exclusive of any other amount payable to a city councilmember as reimbursement for actual and necessary expenses incurred by him or her in the performance of his or her official duties.

**SECTION 6.** Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection,

subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

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

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ of \_\_\_\_\_, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Steven Hernandez, Mayor  
City of Coachella

ATTEST:

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Angela M. Zepeda, City Clerk  
City of Coachella

APPROVED AS TO FORM:

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Carlos Campos, Best Best & Krieger LLP  
City Attorney

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

**"2.04.010 - Compensation of city council members.**

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

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

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

**"2.04.020 - Increase or decrease in council member's salary.**

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

**Government Code § 36516**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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