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

AGENDA

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

February 26, 2025
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 by 3:00 P.M. **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

    If participating in real time via Zoom or phone, during the Public Comment Period, use the **"raise hand"** function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
  - **In Writing:**

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 4:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Property: APN 763-330-018
   Agency Negotiator(s): Castulo Estrada, Utilities Director
   Negotiating Parties: Empire Airport LLC, Owner
   Under Negotiation: Price and Terms of Payment for a 44,981 sq. ft. Five-Year Temporary Construction Easement

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

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

3. Proclamation Recognizing March 2025 as Bleeding Disorders Awareness Month

4. 9th Street Park Improvements by Chelsea Investment Corporation

5. Coachella Rail Station Feasibility Study Update and Station Evaluation Results

6. Soccer Sports League Request For Proposals Update

7. Community Based Grant Program Presentation

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(IT IS RECOMMENDED THAT CONSENT ITEMS BE ACTED UPON SIMULTANEOUSLY UNLESS SEPARATE DISCUSSION AND/OR ACTION IS REQUESTED BY A COUNCIL MEMBER.)

8. Regular Meeting Minutes of February 12, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

9. Investment Report – November 30, 2024 and December 31, 2024

10. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of February 26, 2025, $1,126,574.85.

11. Authorize the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates for an Amount of $174,490 to Provide Design Services for Rancho Las Flores Park Expansion – City Project P-31

12. Authorize the City Manager to Execute Amendment No. 4 to the Professional Services Agreement with KOA Corporation, Inc. for an Amount of $47,657 to Provide Grant Writing Services for the Improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93

13. Utility Relocation and Reimbursement Agreement with Imperial Irrigation District (IID) to relocate IID facilities as a result of the Construction of a new Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

14. Service Agreement between the County of Riverside and the City of Coachella for the 54th Avenue Slurry Seal Improvements, City Project ST-128.

15. Authorize a Community-Based Grant to the Theresa A. Mike Foundation in the Amount of $1,000 to Support its College Scholarship Program

16. Authorize a Community-Based Grant to the Friends of the Children – Coachella Valley in the Amount of $1,000 to Support its Youth Program for Meals

17. Adopt Resolution No. 2025-09 Authorizing the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025

18. Ordinance No. 1220 (Second Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses, development standards and development review process in the City. City-Initiated.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Provide direction and approve appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

20. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

21. Authorize the Façade Improvement Grant Program Award Recommendations in the Amount of $553,000 and Authorize the City Manager to Execute Grant Agreements with Property Owners Participating in the Program

22. Adopt Urgency Ordinance No. 1221 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals, and Declaring the Urgency Thereof and Introduce Ordinance No. 1222 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals

23. Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Complete Agenda Packets are available for public inspection at the City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the City's website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Hemophilia is a rare genetic condition affecting at least 4,000 people in California, and Von Willebrand disease impacts at least 360,000 people in California; and

WHEREAS, with proper care and access to comprehensive medical resources, a person with hemophilia and other related bleeding disorders can control bleeding episodes and can lead to productive lives; and

WHEREAS, the Hemophilia Council of California seeks to improve access to care and treatment options to advance the quality of life for people with bleeding disorders through advocacy, education, and outreach in collaboration with its founding member organization; and

WHEREAS, the Hemophilia Foundation of Southern California's principal mission is to improve the quality of life and build a community for those living with inherited bleeding disorders in Southern California; and

WHEREAS, this Awareness Month will generate greater awareness and understanding of not only hemophilia but all inheritable bleeding disorders, including von Willebrand Disease, Platelet Storage Pool Disorder, and Glanzmann's Thrombasthenia—which impact an estimated one percent of the U.S. population or more than 3.2 million individuals; an estimated 1% or 904 (based on population) individuals in the Coachella Valley.

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby recognize the month of March 2025 as

Bleeding Disorders Awareness Month

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 26th day of February 2025.

Steven A. Hernandez, Mayor
City of Coachella, California



SITE LIGHT POST

DG / XERISCAPE

SITE BENCH (6 TOTAL)

6' WIDE SITE PATH

SHRUB BARRIER PLANTING, SUCH AS:
- ROSEMARY
- BOUGAINVILLEA
- WISTERIA

OPEN TURF AREA

SITE SHADE TREES SUCH AS:
- FRAXINUS AMERICANA / WHITE ASH
- KOELREUTERIA BIPINNATA / CHINESE FLAME TREE
- TIPUANA TIPU / TIPU TREE
- ULMUS PARVIFOLIA / CHINESE ELM

FLOWERING TREES SUCH AS:
- BAUHINIA BLAKEANA / HONG KONG ORCHID TREE

6' WIDE SITE PATH

COACHELLA 9TH STREET PARK

LANDSCAPE CONCEPT

02/03/2025

20 SCALE

NORTH

gmp

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Coachella Rail Station Feasibility Study Update and Station Evaluation Results

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STAFF RECOMMENDATION

Staff recommends that the City Council receive and file the Coachella Rail Station Feasibility Study Update and provide feedback.

BACKGROUND:

The City of Coachella and Riverside County Transportation Commission (RCTC) submitted a joint application to Southern California Association of Governments' (SCAG) Regional Early Action Planning 2.0 (REAP 2.0) program for the Rail Station Feasibility Study and Integrated Land Use and Transit Network. The project includes conducting a transit station feasibility study and visioning plan to support the proposed Coachella Valley – San Gorgonio Pass Rail Corridor Service Tier II environmental work that would be undertaken by RCTC. On June 13, 2023, SCAG awarded the City of Coachella and RCTC $2,005,000 for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network REAP Application.

Coachella rail station feasibility planning efforts commenced in September of 2024 with RCTC and the consultant team led by HDR and subconsultant partners consisting of Sargent Town planning, Inc., Lisa Wise Consulting, Inc, AMMA Transit Planning, and Michael Baker International. The scope of the study includes site selection for a passenger rail station, land use and transportation planning for the selected site, and an economic analysis.

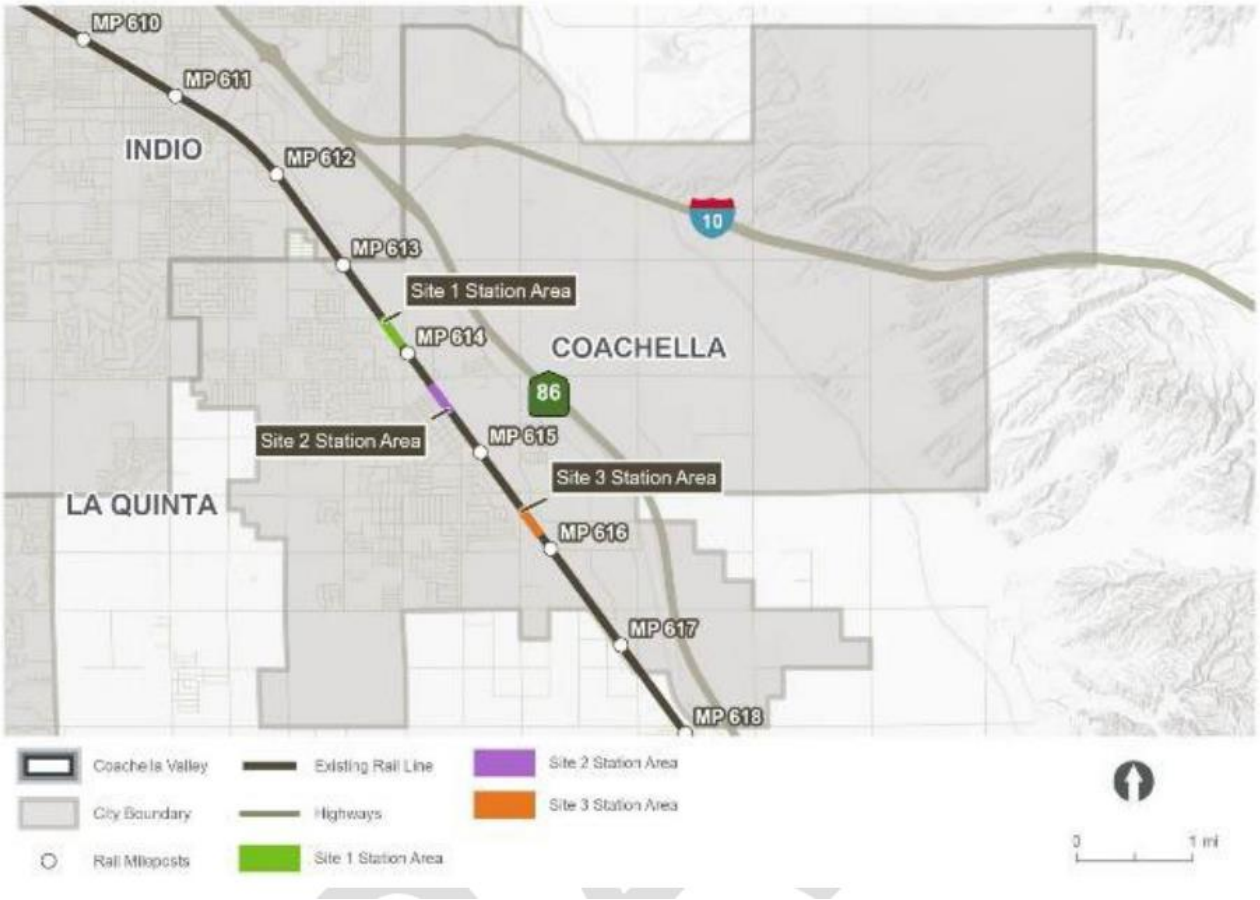
A technical advisory committee (TAC) was established of local stakeholders and meets quarterly help guide planning and community outreach for the study. The first step in the rail station study is to evaluate the viability of possible Coachella rails station sites. The update to the Planning Commission is intended to discuss the evaluation findings for identification of the preferred site The study does not guarantee the Coachella rail station location for the rail service, but will serve to inform RCTC and responsible agencies about the feasibility of the station in Coachella as environmental review and planning for the rail service continues.

DISCUSSION:

The TAC has met on two occasions since the study commencement to discuss outreach, study goals, and preliminary feedback on the sites to be evaluated. The first community workshop for the study was held on Thursday evening, November 21, 2025 at the Coachella library to obtain community feedback on three potential sites for the rail station as follows:

- **Site 1 (Gateway Center)** generally located North of the Grapefruit Boulevard/Cesar Chavez Street intersection.
- **Site 2 (Pueblo Viejo)** generally located in the Pueblo Viejo or Downtown area between Avenue 50 and Avenue 52.
- **Site 3 (Tyler Street)** generally located South of Avenue 52 near the intersection of Grapefruit Boulevard and Tyler Street.

Figure 1. Potential Station Sites



The following categories were identified as rail station evaluation criteria to assess the three rail stion sites:

- Rail engineering feasibility
- Station element feasibility

- Land Use/development compatibility
- Environmental constraints
- Accessibility/ connectivity
- Equity and environmental justice
- Ridership potential
- Costs

Conceptual drawings were developed for the site evaluation that includes a station building (minimum 500 sq. ft.), parking (22 parking spaces), bus bays (2 bay minimum), and pick-up/drop-off facilities (space of 8 vehicles) at each station site. The study also assumes access across the railroad tracks to platforms on each side of the tracks would be provided by a pedestrian bridge. The Coachella Valley Rail Service Development Plan identifies the Coachella rail station building would be a Category 3 Caretaker Station that serves between 20,000 and 100,000 annual passengers and is a station type that is not regularly staffed. A layover site is also required as Coachella would serve as the end of the line for the proposed rail service.

Site 2 in Pueblo Viejo was identified as the station site in the Site Evaluation Technical Memorandum (Attachment 1) that scored highest based on the evaluation criteria, has the least engineering constraints and presents the most benefits. Pueblo Viejo is also the location of the original Southern Pacific Railroad combination type 23, 1-story depot built in 1903 for passenger and freight services, but demolished in the 1970s. The next phase of the rail station feasibility study will include development of station area plans and preliminary station design plans.

Evaluation Results Summary

Category	Site 1	Site 2	Site 3
Rail engineering feasibility	◑	●	○
Station element feasibility	◑	●	●
Land use/development compatibility	◑	●	○
Environmental constraints	◑	◑	○
Accessibility/connectivity	◑	●	◑
Equity and Environmental Justice	◑	◑	◑
Ridership potential	○	●	○
Costs	◑	○	◑

Attachments:

1. Site Evaluation Technical Memorandum (Draft)
2. Coachella Rail Station Feasibility Study Update slide deck



DRAFT Site Evaluation Technical Memorandum

Coachella Rail Station Feasibility Study

January 2025

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Abbreviations and Acronyms

ADA	Americans with Disabilities Act
CalEPA	California Environmental Protection Agency
CEQA	California Environmental Quality Act
City	City of Coachella
CV	Coachella Valley
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency
LUST	Leaking Underground Storage Tank
NEPA	National Environmental Policy Act
RCTC	Riverside County Transportation Commission
ROW	Right-of-Way
SDP	Service Development Plan
TAC	Technical Advisory Committee
TIMS	Transportation Injury Mapping System
TOD	Transit-Oriented Development

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1 Introduction

The Coachella Rail Station Feasibility Study will identify the City of Coachella's (City) preferred site for the terminal station of the proposed Coachella Valley Rail service. The final selection of the preferred alternative and final station locations will be determined in the National Environmental Policy Act/ California Environmental Quality Act (NEPA/CEQA) Coachella Valley Rail Tier II/Project Environmental Document, which is being led by the Riverside County Transportation Commission (RCTC) under the oversight of the Federal Railroad Administration and California Department of Transportation Division of Rail. The analysis and information in this study and that of other cities who have conducted similar studies will help determine the final selection of the preferred alternative during the formal NEPA/CEQA process conducted by the parties identified above. Federal and state environmental laws and procedures will be followed. Additionally, location of tracks for Coachella Valley (CV) Rail are subject to negotiations and agreements with the host railroad, which to date have not been completed. This study contains assumptions and suggests sites and design features that may change based on detailed technical studies in the NEPA/CEQA process and negotiations with the host railroad. This feasibility study does not commit the City to the approval or construction of any particular station location. Furthermore, until and unless further study, design, and information regarding the potential station locations are developed, there is not yet enough information available to conduct meaningful environmental review. Accordingly, the City's preparation and acceptance of this feasibility study does not constitute an approval of any action that might constitute a "project" or an "action" under CEQA or NEPA.

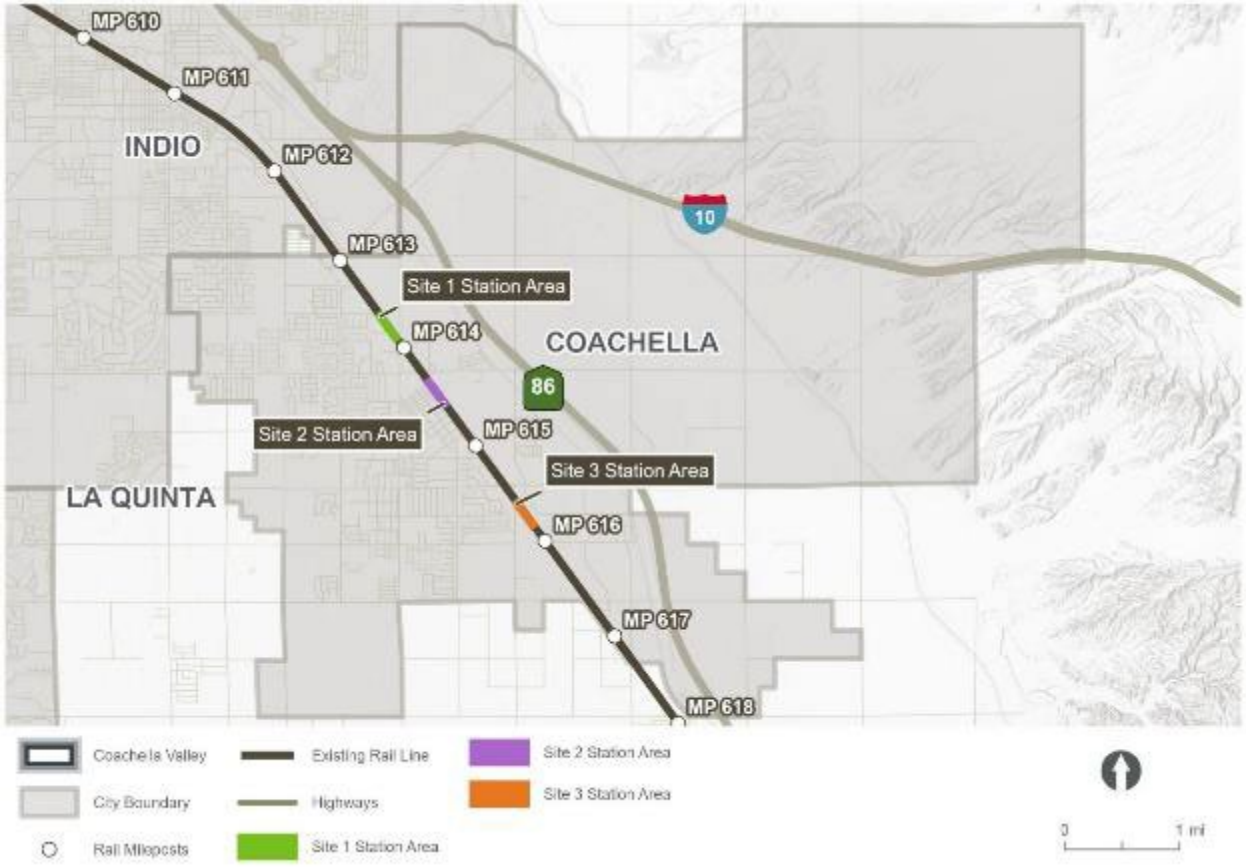
Several potential sites were screened and three viable sites were carried forward for further evaluation, as documented in the Existing Conditions Memo. For each viable site, conceptual station footprints and track alignments have been developed based on applicable design criteria and the site constraints, and high-level station access plans have been developed. These form the basis for evaluating and comparing the costs and benefits of the alternative sites. Evaluation criteria were identified in coordination with the City, RCTC, and the technical advisory committee (TAC), and each site was scored against each criterion.

As shown in Figure 1, the following three sites were evaluated:

- Site 1 is located north of Avenue 50 across Grapefruit Boulevard from the Gateway Center shopping mall.
- Site 2 is located at the north end of Pueblo Viejo, between 2nd Street and 5th Street.
- Site 3 is located south of Avenue 52 near Tyler Street and is surrounded by vacant land.

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Figure 1. Potential Station Sites



2 Evaluation Criteria and Data Sources

2.1 Development of the Criteria

The proposed passenger rail station in Coachella should both reflect the needs and desires of the community and meet certain requirements for optimal operation. The project team engaged with a TAC to discuss study goals, evaluation criteria, and proposed site selection, and held a community workshop for community members to learn about the study, discuss the site selection process, and gather feedback to shape the future of the Coachella Rail Station. The TAC included representatives from the City, RCTC, the Cabazon Band of Cahuilla Indians, the Coachella Valley Water District, Anthony Vineyards, the Coachella Valley Association of Governments, SunLine Transit Agency, Inland Congregations United for Change, Peter Rabbit Farms, and the Coachella Valley Housing Coalition. The project team then worked with RCTC and City staff to finalize evaluation criteria to assess each site, integrating feedback from the TAC and community as well as incorporating technical requirements based on the Coachella Valley Rail Service Development Plan (SDP) and local existing conditions.

The TAC provided input on what the rail station role should be, potential goals of the station and its effects on the surrounding area, and their preliminary thoughts on the three proposed sites. The TAC generally agreed that:

- The station should serve as town center, promoting economic development and city pride.
- The station should increase accessibility for low-income communities.
- The station should promote better environmental health for the community.
- The station should promote more regional connectivity to other CV communities.

A public workshop was held on November 21, 2025, at the Coachella Branch Library from 5 p.m. to 7 p.m. The public workshop was an open house format and gathered community input on a variety of topics related to the study, including examples of stations, land use and circulation, study goals, evaluation factors, rail corridor characteristics, and potential locations. The project team asked participants to select their top three study goals from a list of 10 goals by placing a dot next to their selections. In addition, an online survey was available for four weeks after the workshop. Table 1 shows the combined results of the in-person exercise and online survey.

Table 1. Goal Prioritization from Community Workshop

Study Goal	Responses
Provide More Transportation Choices	56
Economic Development	39
Reduce Driving/Emissions	39
Quality of Life	38
Equitable Access	24
Multimodal Connectivity	15
Sustainability	12
Housing and Transit-Oriented Design	12
Maintain Rail Systems Performance	10
Minimize Rail Impacts	6

The project team and City staff also considered the technical requirements and local existing conditions, as documented in the Existing Conditions Memo, when developing evaluation criteria. This included consideration of rail and station operations, multimodal connectivity including connection to SunLine bus services, site-specific environmental factors, and alignment with existing City plans for land use, equity, and environmental justice.

2.2 Criteria Chosen

The project team worked with City staff to integrate the factors above along with technical requirements and developed a final list of evaluation criteria. The criteria considered included project-specific requirements for rail and station operations, environmental constraints, local area and community impacts, and costs. The selected criteria categories are:

- Rail engineering feasibility;
- Station element feasibility;
- Land use/development compatibility;
- Environmental constraints;

- Accessibility/ connectivity;
- Equity and environmental justice;
- Ridership potential; and
- Costs.

Within each criteria category are specific criteria factors that can be measured and assigned a score. Table 2 shows the list of criteria factors, the method of evaluation, and the source of data to measure the criteria.

Table 2. Evaluation Criteria Methodology and Data Sources

Evaluation Factor	Methodology	Data Source
Rail Engineering Feasibility		
Physical constraints	Ability of site to accommodate track and platform components (including potential for windblown sand)	Conceptual station layouts
Operational constraints	Impacts to mainline operations	Existing/future conditions (proximity to signals, special trackwork, etc.)
Flexibility in layover site options	Number of layover site options compatible with site	Conceptual station and layover site layouts
Station Element Feasibility		
Station Building	Approximately 500 square feet	Conceptual station layouts
Parking	At least 32 parking spaces + 2 Americans with Disabilities Act (ADA) spaces and potential for expansion	Conceptual station layouts
Bus Bays	At least 2 bus bays	Conceptual station layouts
Pick-up/Drop-off	Approximately 200 feet of linear curb, 8 short-term spaces, or a combination thereof	Conceptual station layouts
Land Use/Development Compatibility		
Consistency with plans and policies	Station site compatibility with Coachella General Plan, zoning, or other local area plans	Existing City plans
Potential for transit-oriented development	Within approximately ½ mile of station site, ability of zoning and other development codes to support housing and mixed-use development; availability of land for development	Existing City plans
Economic development potential	Ability of zoning, local development codes, and nearby uses to support growth of local economy including professional, retail, entertainment, or hospitality uses	Longitudinal Employer-Household Dynamics employment data, Esri Community Analyst
Environmental Constraints		
Biological resources	Relation to conservation area and wildlife corridor or biological linkage area	Existing environmental resource databases

Evaluation Factor	Methodology	Data Source
Cultural resources	Sensitivity level for historic and paleontological resources, to include archaeological and tribal	Existing environmental resource databases
Hazardous materials	Proximity to hazardous materials sites	Existing environmental resource databases
Geotechnical conditions	Liquefaction risk	Seismic Hazard Maps
Noise/vibration	Assess surrounding land use for presence of possible sensitive noise receptors	City's zoning map and Google Earth
Flooding	Location within a flood hazard zone	FEMA maps
Accessibility/Connectivity		
Pedestrian connectivity	Within approximately ½ mile, walk distances, availability of existing and planned sidewalks, safety statistics for the last 5 years	Walkshed maps, Transportation Injury Mapping System (TIMS)
Bicycle connectivity	Within approximately ½ mile, bicycle access options, availability of existing and planned bicycle infrastructure, safety statistics for the last 5 years	Google Earth, TIMS
Transit connectivity	Within approximately ½ mile, proximity and number of transit stops and routes, frequency of service, ability to add or modify transit options	SunLine route data
Auto connectivity	Ease of access from major thoroughfares, safety statistics for the last 5 years within 1 mile	Google Earth, TIMS
Crossing potential	Ability to improve overall connectivity to the east side of the city by providing a new grade-separated crossing	Conceptual station layouts, existing roadway network
Equity and Environmental Justice		
Station area demographics	Ability of station site to serve disadvantaged communities, as well as communities with a higher need for public transportation (comparison of CalEnviroScreen, poverty, age data)	Census Bureau data, CalEnviroScreen
Community and business impacts	Number and types of properties potentially impacted by station and track construction	Rail infrastructure drawings
Ridership Potential		
Existing/planned population/ employment	Forecast population and employment within ½ mile	Projections based on planned land use
Key generators	Number of major trip generators/attractors within ½ mile (e.g., large shopping centers, manufacturing plants, recreation facilities, transit centers, hospitals)	Esri Community Analyst

Evaluation Factor	Methodology	Data Source
Costs		
Capital	Rough order of magnitude related to major cost drivers: track construction, station elements construction, overcrossing construction, demolitions, and roadway construction (if applicable)	Conceptual station layouts
Maintenance	Identify potential major cost drivers, such as type and amount of infrastructure to maintain	Conceptual station layouts
ROW/land acquisition	Rough order of magnitude cost for property acquisition	Conceptual station layouts, comparable sales prices

Each criteria factor was individually evaluated and assigned a relative score, as shown in Table 3.

Table 3. Evaluation Criteria Ranking System

Worse	←→	Neutral	←→	Better
				

3 Station Conceptual Plans

To evaluate station element feasibility, the project team developed test-fit conceptual drawings to demonstrate the feasible inclusion of a station building, parking, bus bays, and pick-up/drop-off facilities at each station site. Union Pacific Railroad has indicated that stations should have platform edges on all main tracks. In a three-track configuration, the most cost-effective way to achieve this is one center platform and one side platform. For the purposes of assessing feasibility at this stage, it was assumed that access across the tracks to each platform would be provided with a pedestrian bridge.

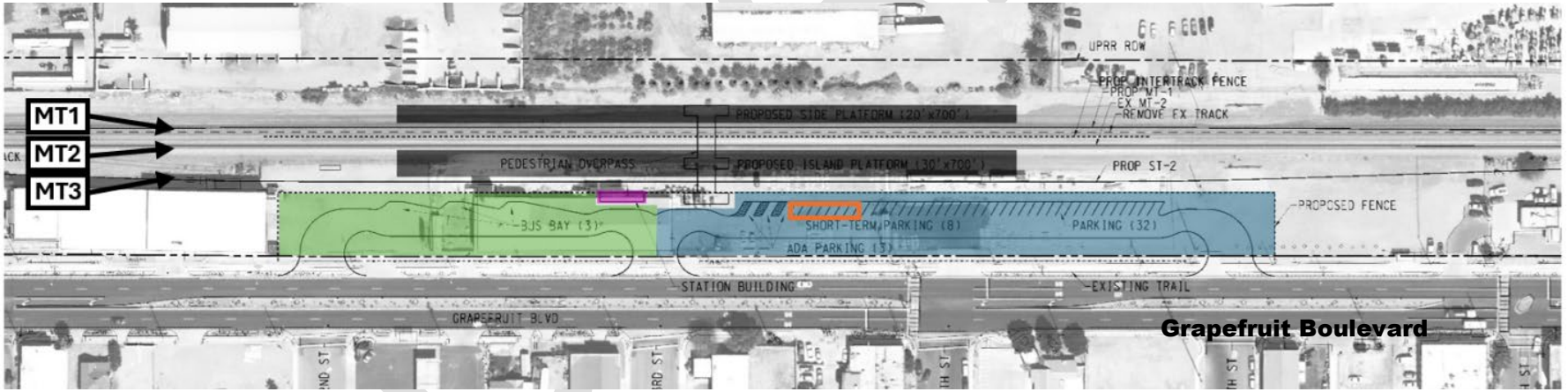
These drawings are not intended as final designs but serve as proof-of-concept that required station elements can be accommodated at each station site. See Figure 2, Figure 3, and Figure 4. The design of the station site for the City-preferred alternative will be further developed in a later stage of this project.

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Figure 2. Site 1 (Gateway Center) Conceptual Station Plan

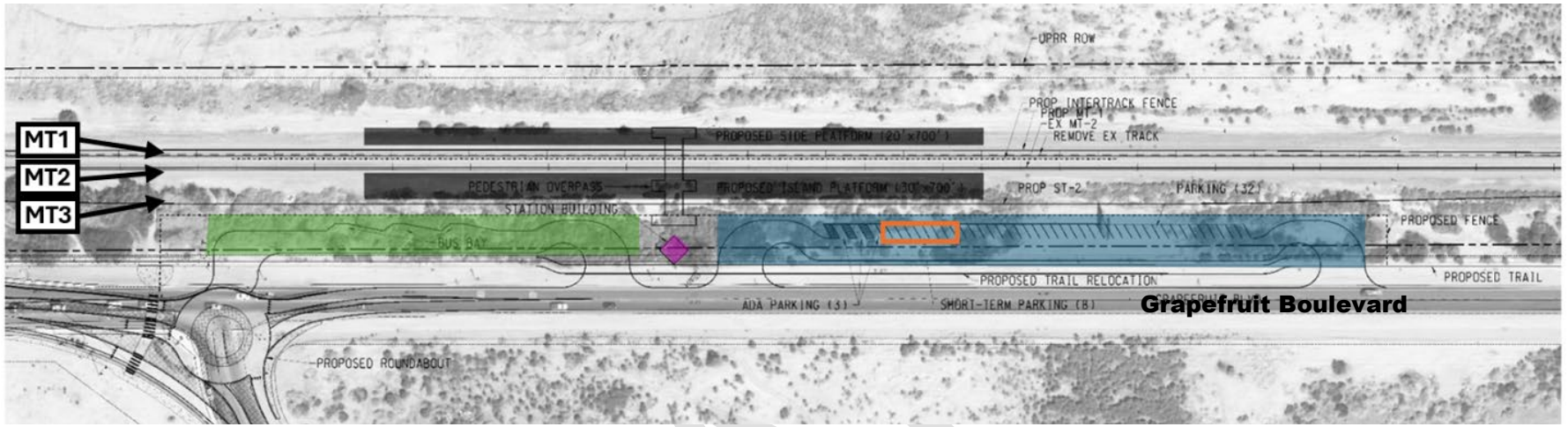


Figure 3. Site 2 (Pueblo Viejo) Conceptual Station Plan



Platforms
Parking
Station Building
Pick-up/Drop-Off
Bus Bays

Figure 4. Site 3 (Tyler Street) Conceptual Station Plan



Platforms
Station Building
Bus Bays
Parking
Pick-up/Drop-Off

DRAFT

3.1 Site 1: Gateway Center Station

The conceptual plan for Site 1 (Gateway Center), shown in Figure 2, includes a center platform between the eastern track (Main Track 1) and central track (Main Track 2), with a side platform adjacent to the new third main track (Main Track 3). Main Track 1 would be shifted to accommodate the new center platform and Main Track 2 would remain in place and operational during construction. This configuration differs from the other two sites due to the physical constraints on the amount of land available on the west side of the site, approximately 75 feet between the existing track edge and Grapefruit Boulevard (whereas Sites 2 and 3 have between 100 and 125 feet of land). Bus transfer facilities are provided as bus pullouts on Grapefruit Boulevard, with space for three buses northbound and, utilizing the existing infrastructure, one bus southbound. Parking is organized in a linear, diagonal orientation, extending northwest from the site. The station building is located opposite the entrance to Gateway Center shopping center, adjacent to a pedestrian bridge used to access the platforms. New high-visibility crosswalks provide pedestrian access to the site. A future phase of the Connect Coachella Project Class I Bikeway will run parallel to Grapefruit Boulevard, be shifted east around the bus pullouts, and run between the parking lot and Grapefruit Boulevard.

3.2 Site 2: Pueblo Viejo Station

The conceptual plan for Site 2 (Pueblo Viejo), shown in Figure 3, includes a center platform between Main Tracks 2 and 3, with a side platform on the east side of Main Track 1. Main Track 1 would be shifted to accommodate an intertrack fence and Main Track 2 would remain in place and operational during construction. The platforms would be accessed via a centrally located pedestrian bridge, roughly aligned with 3rd Street. The site is located on the northern side of Pueblo Viejo to provide sufficient clearance to an existing control point and universal crossover farther south (near 9th Street).[1] A bus loop with three bus bays is provided to the north of the pedestrian bridge and a parking lot is located to the south. The station building is adjacent to the pedestrian bridge. An existing high-visibility crosswalk at 4th Street provides pedestrian access. The existing Connect Coachella Project Class I Bikeway, which runs parallel to Grapefruit Boulevard, will remain with new crossings across station access driveways for the bus bays and parking lot.

3.3 Site 3: Tyler Street Station

The conceptual plan for Site 3 (Tyler Street), shown in Figure 4, includes a center platform between Main Tracks 2 and 3, with a side platform on the east side of Main Track 1. Main Track 1 would be shifted to accommodate an intertrack fence and Main Track 2 would remain in place and operational during construction. The platforms are accessed via a centrally located pedestrian bridge, which is positioned between a bus loop with three bus bays to the north and a parking lot to the south. The station building is in front of the pedestrian bridge. A new high-visibility crosswalk at the proposed Tyler Street roundabout provides pedestrian access. A future phase of the Connect Coachella Project

[1] A control point is location where railroad signals control whether a train can proceed from one segment of track to the next. A crossover is a connection that allows a train to move from track to another. A universal crossover is a pair of crossovers that allows trains in both directions to move.

Class I Bikeway will run parallel to Grapefruit Boulevard and be shifted west around the parking lot and station building, before continuing north next to the bus bays and Grapefruit Boulevard.

4 Evaluation Results

4.1 Rail Engineering Feasibility

4.1.1 Physical Constraints

All three sites have sufficient space to accommodate the proposed third main track, a new center platform, a new side platform, and a pedestrian bridge. The strip of land between the existing tracks and Grapefruit Boulevard is narrowest for Site 1, and this provides limited room to accommodate additional station elements or further expansion, as described further in Section 4.2.

The only existing station in the Coachella Valley is in a remote area of Palm Springs and experiences frequent problems due to windblown sand. Sand blown onto and covering tracks, switches, and platforms can present operational challenges and safety concerns for passengers disembarking trains. Coachella does not have the unique geography of the Palm Springs station location, which experiences particularly high winds and is surrounded by undeveloped desert. Site 1 has evidence of windblown sand on vacant land on the east side of the railroad. Site 2 is surrounded by developed land that is unlikely to contribute to windblown sand issues. Site 3 has vacant land on both sides that could be sources of windblown sand.

4.1.2 Operational Constraints

All sites carried forward from the initial screening would be located on tangent track and an appropriate distance from existing signal equipment. Sites 1 and 2 have an existing crossover between the station and proposed layover facility near Tyler St, allowing trains to travel easily between any platform and the facility. Without a crossover between Site 3 and the proposed facility, trains would need to travel the opposite direction to the crossover, then change direction, occupying the mainline for several minutes. This operational impact could be mitigated by adding a control point and new crossovers to provide direct access to the facility, which would increase project cost. Alternatively, if the layover facility were placed north of the crossover at potential location east of the tracks near Harrison Street, trains from Site 3 would only need to change direction once.

4.1.3 Flexibility in Layover Site Options

The preferred layover facility site is on the west side of the tracks south of Tyler Street. For Sites 1 and 2, trains would be able to access this site from all station tracks using the existing universal crossover (and proposed extensions to the new third main track). This facility has the potential to be expanded beyond a single track by realigning Grapefruit Boulevard between Tyler Street and existing uses north of Avenue 54. Placement of the facility on the east side of tracks south of Avenue 52 is feasible, but it is likely that most trains would need to move across all three tracks from the new third main track, which will likely be the primary track for passenger operations.

Placement of the facility in the preferred location west of the tracks and south of Avenue 52 is feasible for Site 3 but would need to be shifted further south compared to Sites 1 and 2 to provide sufficient distance between the station and facility. This would not provide sufficient length to realign Grapefruit Boulevard in order to accommodate a facility larger than a single track. Furthermore, the preferred layover site would only be directly accessible from Site 3 via the third main track unless a new control point and new crossovers are also constructed. If Site 3 is selected, placement of the facility on the east side of the railroad is possible but would need to be either north of the station on the vacant site east of Site 1 or further south of the station with construction of an additional control point and new crossovers.

4.1.4 Summary

The results of the evaluation for rail engineering feasibility are shown in Table 4.

Table 4. Rail Engineering Feasibility Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Physical Constraints	◑	●	●	All sites can accommodate a third track and platform edges on all tracks. Site 1 leaves very limited room to meet the other minimum criteria, with no room for expansion.
Operational Constraints	●	●	◑	All sites support planned intercity operations. Depending on placement of the layover facility, Site 3 may have more complex movement between the station and facility.
Flexibility in Layover Site Options	●	●	◑	Sites 1 and 2 are north of the existing crossover, allowing trains from any platform edge to enter a maintenance/layover facility south of Avenue 52. Accessing the maintenance/layover facility from 2 of the 3 platform edges at Site 3 will require additional crossovers and signals, or the maintenance/layover facility would need to be placed north of the existing crossover.
Overall	◑	●	○	

4.2 Station Element Feasibility

4.2.1 Station Building

The size of the station building is assumed to be approximately 500 square feet for evaluation purposes. The Coachella Valley Rail SDP identified the Coachella Station as being a “Category 3: Caretaker” station as classified by Amtrak. A Category 3 Caretaker Station typically serves between 20,000 and 100,000 annual passengers and is typical of small cities and towns. Caretaker services are usually provided by the local community or state agency, including janitorial and maintenance services. This station type is not regularly staffed and includes self-service ticketing machines. The

size of the waiting area and ticketing area was calculated following the Amtrak Station Program and Planning Guide. Two ADA restrooms were added and the resulting total square footage was rounded to the nearest 10 square feet for an approximation of size (Table 5).

Table 5. Station Building Sizing

Station Element	Square Feet
Seated Passenger Area	192.7
Standing Passenger Area	96.4
Ticketing Area	104
ADA Single Bathrooms (2)	100
Total	**493.1**

Each station site has sufficient space to include a Station Building of this size within the rail right-of-way (ROW).

4.2.2 Parking

The Coachella Valley Rail SDP initially identified a need for 22 parking spaces at Coachella Station. However, upon updates to the service plan and an increase in the proposed number of daily trains, the number of required parking spaces has been increased to 32 general parking spaces and 2 ADA spaces.

All three sites have sufficient space to accommodate the proposed number of parking spaces. However, the strip of land between the existing tracks and Grapefruit Boulevard is narrowest for Site 1, which provides limited room to accommodate parking, necessitating a long, narrow parking lot that includes parallel spaces to meet this requirement.

4.2.3 Bus Bays

The Coachella Valley Rail SDP initially identified a need for up to three bus bays at Coachella Station. In consultation with RCTC and the City of Coachella, the number of bus bays required has been revised to two.

Station Sites 2 and 3 can accommodate full bus loops with space for three bus bays in a sawtooth design. Due to the limitations of Site 1, a bus loop with bus bays could not be accommodated, so instead, bus pullouts off northbound Grapefruit Boulevard are shown, and the station also utilizes the existing southbound bus pullout across the street.

4.2.4 Pick-up/Drop-off

The Coachella Valley Rail SDP initially identified a need for eight short-term parking spaces for Kiss-and-Ride, taxis, and transportation network companies. A pick-up/drop/off facility that can accommodate eight vehicles will be proposed, as either separate short-term parking spaces, linear curb of approximately 200 feet (25 feet per vehicle), or a combination thereof.

All station sites can accommodate eight short-term parking spaces within the parking lot, between the ADA spaces and long-term parking stalls. However, due to the limitations of Site 1, this

accommodation creates a long, narrow parking lot and longer walking distances for passengers to the platforms. None of the sites is large enough to accommodate a fully separated Pick-Up/Drop-Off loop or curb space.

4.2.5 Summary

Table 6 shows the results of the evaluation for station element feasibility.

Table 6. Station Element Feasibility Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Station Building	●	●	●	All sites can fit a 500-square foot building.
Parking	◑	●	●	Site 1 is most constrained for possible parking expansion within the ROW. Sites 1 and 3 have vacant land on the east side that could be used for additional parking. Site 2 could potentially share parking with the Community Resilience Center on the east side.
Bus Bays	●	◑	◑	Bus bays cannot be accommodated on Site 1 due to the limited land; bus pullouts are provided instead. Bus bays can be accommodated on Sites 2 and 3.
Pick-up/ Drop-off	◑	●	●	All sites can accommodate pick-up and drop-off space within the ROW, but Site 1 constraints result in longer walking distances for passengers.
Overall	◑	●	●	

4.3 Land Use/Development Compatibility

4.3.1 Consistency with Plans and Policies

Compatibility of each site with the City's plans and policies was assessed by analyzing land use designations around each site in Coachella's General Plan. Site 1 has little potential for transit-oriented development (TOD) under current land use/zoning designations, as shown in Figure 5. Much of the area is designated for industrial use and is currently occupied by a date orchard. Site 2 has significant potential for TOD under current land use/zoning designations (Figure 6), which support both residential and commercial development. For Site 3, TOD potential under current land use/zoning lies only on the periphery of the half-mile radius from the station site, as shown in Figure 7, with the immediate station area designated for heavy industrial or general commercial uses. These uses are compatible with a layover facility, but industrial uses are not ideal for a vibrant station area.

Figure 5. Site 1 Land Use

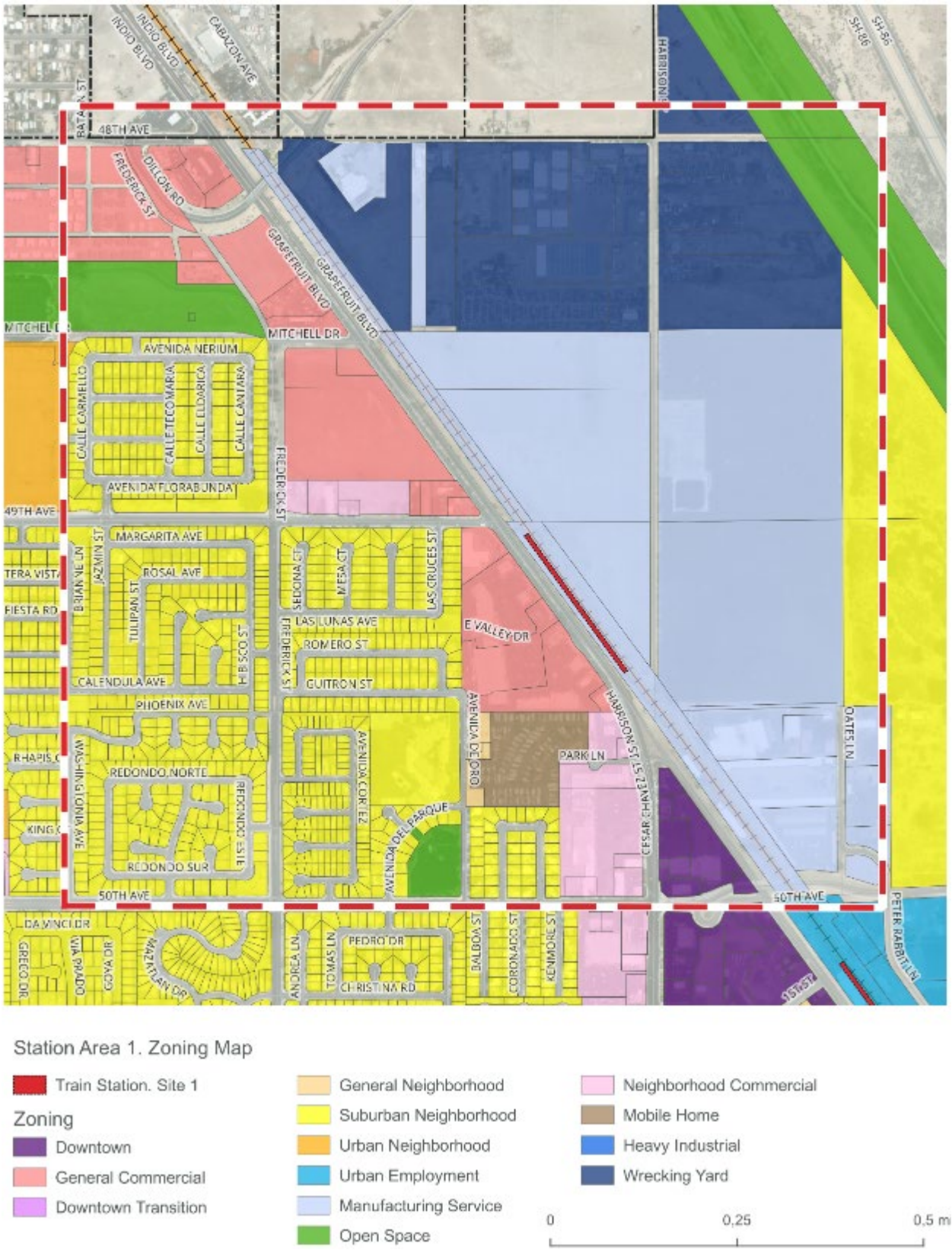


Figure 6. Site 2 Land Use

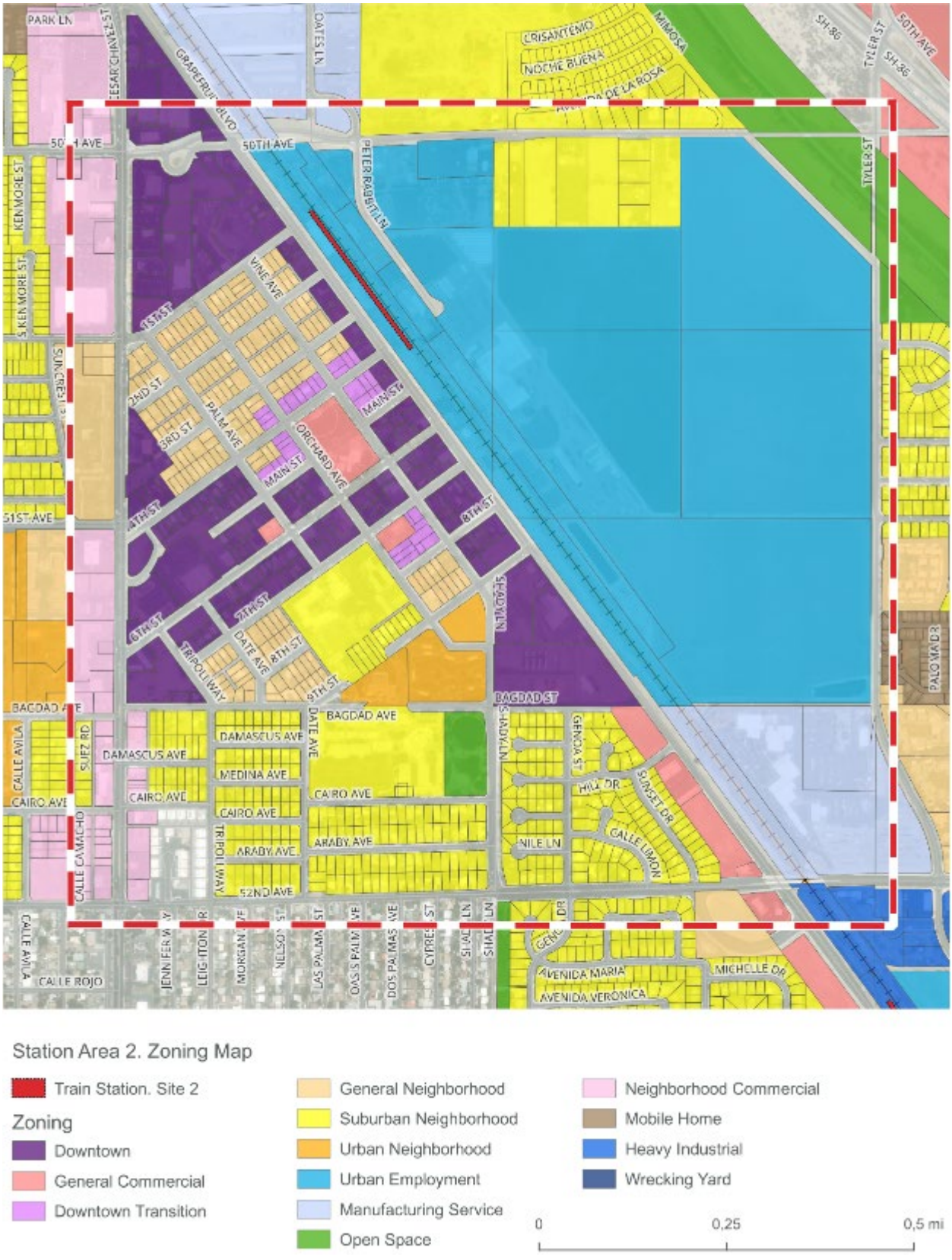
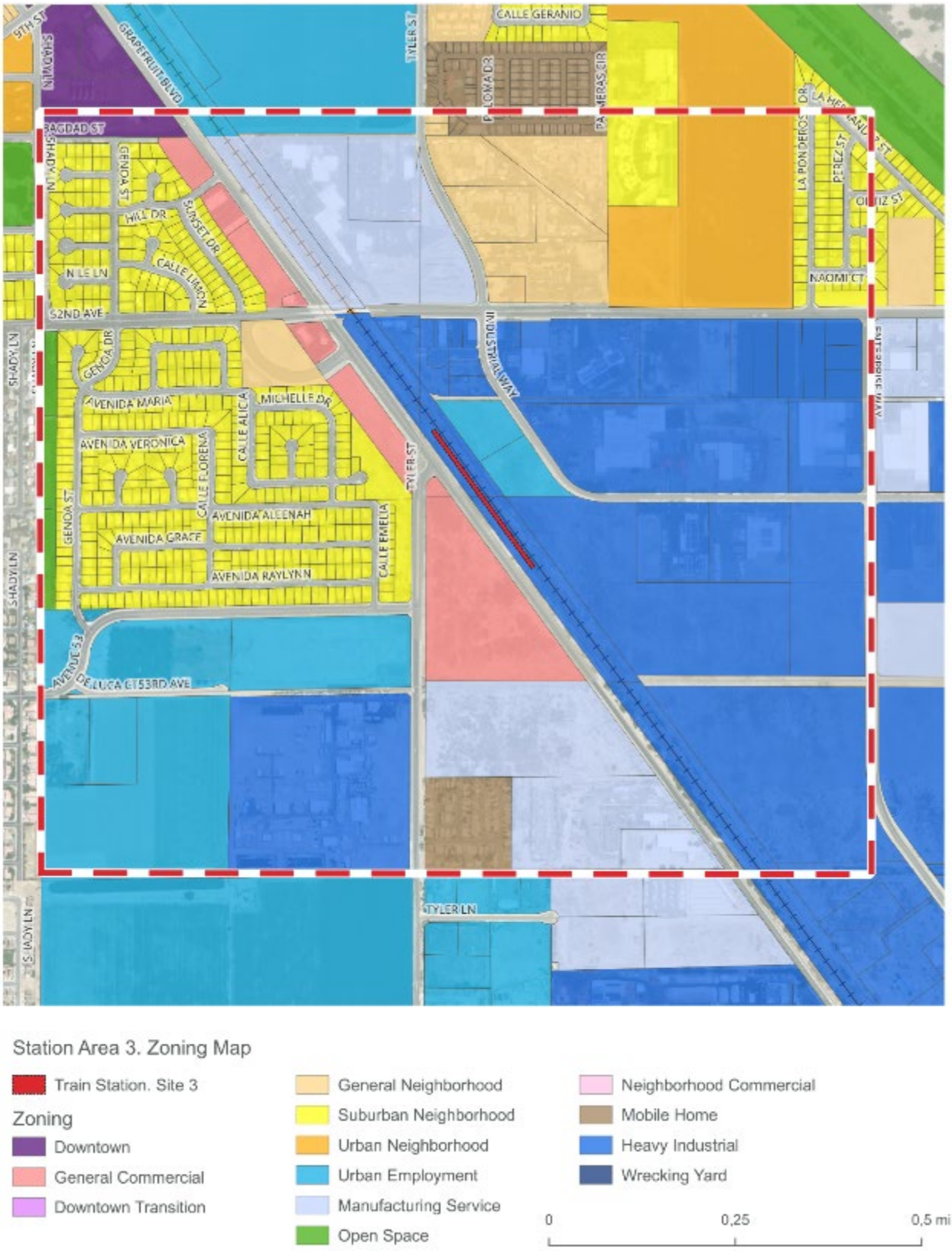


Figure 7. Site 3 Land Use



4.3.2 Potential for Transit-Oriented Development

TOD potential was assessed for each site considering the existing uses in the area and planned land use designations. Nearby strip commercial centers on the west side of Site 1 are not likely to redevelop and the potential growth area immediately east of the railroad is designated for industrial use. Vacant property designated general commercial does not provide for residential use. The Pueblo Viejo Revitalization Plan provides for mixed-use around Site 2, and the General Plan provides for mixed-use in the growth area immediately east of the railroad. The majority of vacant developable land around Site 3 is designated for industrial use, with some land designated for general commercial, neither of which allow for residential use. Urban Employment and Urban Neighborhood districts have the potential to accommodate high-density housing but are on the periphery of the half-mile radius from the station site. Land around Sites 1 and 3 could potentially be rezoned to be more supportive of TOD, but this would be an additional step that would likely not be needed for TOD around Site 2 and would create two competing downtown areas rather than one focal point for investment.

4.3.3 Economic Development Potential

To determine the economic development potential ratings for each site, local zoning data were analyzed. Commercial zoning areas were mapped and quantified within a quarter-mile radius of each station site. The total percentage of commercial zones was calculated for each site based on square footage, as shown in Table 7, and ratings were assigned on a scale from “Worse” to “Better.” Site 1 Gateway and Site 2 Pueblo Viejo received a “Better” rating due to their higher percentages of zoned commercial areas. In contrast, Tyler Street received a “Worse” rating based on its lower percentage of commercial zoning.

Table 7. General Commercial Zoning within a Quarter Mile

Site	Proportion of Commercial Zone	Rating
Site 1: Gateway	19%	**Better**
Site 2: Pueblo Viejo	16%	**Better**
Site 3: Tyler Street	4%	**Worse**

Source: Lisa Wise Consulting

4.3.4 Summary

Table 8 shows the results of the evaluation for land use/development.

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Table 8. Land Use and Development Compatibility Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Consistency with Plans and Policies	◑	●	○	Site 1 has little potential for TOD under current land use designations. Site 2 is consistent with the City's General Plan. Site 3 has some TOD potential.
Potential for Transit-Oriented Development	◑	●	○	Commercial uses around Site 1 are unlikely to redevelop and land to the east is zoned industrial. The Pueblo Viejo Revitalization Plan supports mixed-use development around Site 2. Most vacant land around Site 3 is zoned industrial, but some designations support residential or mixed use.
Economic Development Potential	●	●	○	Sites 1 and 2 have a higher share of commercial zoning in the surrounding ¼ mile.
Overall	◑	●	○	

4.4 Environmental Constraints

4.4.1 Biological Resources

The potential for biological resources was determined based upon proximity to a Coachella Valley Multiple Species Habitat Conservation Plan conservation area.[2] None of the three sites is located within or adjacent to a conservation area associated with the Coachella Valley Multiple Species Habitat Conservation Plan. None of the three sites function as a wildlife corridor or biological linkage area.

4.4.2 Cultural Resources

Cultural resources potential was evaluated for the three sites using information from the City's 2015 General Plan Environmental Impact Report (EIR). Historic resources, as defined by the City's General Plan EIR, are standing structures of historic or aesthetic significance that are generally 50 years of age or older, or resources listed in or eligible for listing in registers of historic resources. Historic resources considered for protection in California tend to focus on architectural sites dating from the Spanish Period (1529–1822) through the early years of the Depression (1929–1930). Site 1 and Site 3 were identified as having a medium sensitivity for historic resources. Site 2 was identified as having a potentially high sensitivity level for historic resources. Site 2 is located within the historic core of the city, where historic structures have been previously identified.

[2] Coachella Valley Association of Governments, Coachella Valley Multiple Species Habitat Conservation Plan Open Data Portal, https://mshcp-cvag.hub.arcgis.com/. Accessed October 16, 2024.

Paleontological resources, as identified by the City's General Plan EIR, include fossil remains and represent a limited, nonrenewable, and impact-sensitive scientific and educational resource. The three sites were identified as having an undetermined sensitivity level for paleontological resources.

Archaeological resources, as defined by the City's General Plan EIR, pertain to places where human activity has measurably altered the earth or left deposits of physical remains, and may be either prehistoric-era (before European contact) or historic-era (after European contact) in origin. Such places in California are typically associated with either Native American or Euro-American occupation of the area. The entire City of Coachella can be considered sensitive for archaeological resources. Additionally, Site 1 is identified by the County of Riverside as being noncontiguous to the west and south of tribal land.[3]

4.4.3 Hazardous Materials

Hazardous materials were evaluated by reviewing databases of hazardous materials facilities/sites compiled pursuant to Government Code Section 65962.5.[4] None of the three sites is located on a facility/site that is included on a list of hazardous materials facilities/sites compiled pursuant to Government Code Section 65962.5. However, Site 2 is adjacent to a Leaking Underground Storage Tank (LUST) Cleanup Site located at 85509 Grapefruit Boulevard. The LUST Cleanup Site is identified by the State Water Resource Control Board as "Open – Eligible for Closure" as of October 22, 2024. The "Open – Eligible for Closure" designation indicates corrective action at the site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to human health, safety, and the environment; the case is going through the process of being closed.[5]

4.4.4 Geotechnical Conditions

Geotechnical conditions for the three sites were evaluated using fault information from the California Department of Conservation and geotechnical conditions presented in the City's General Plan EIR.[6, 7] Geotechnical conditions at the three sites are somewhat similar due to relative proximity of the sites to each other (all within approximately 4 miles of one another). The three sites are each located within 2 to 2.5 miles west of the San Andreas Fault. Site 3 is located the farthest from the San Andreas Fault at approximately 2.5 miles away. The three sites have a similar, high level of liquefaction susceptibility. Each site has a low potential for landslides due to lack of slope. None of the sites is within an Alquist-Priolo Fault Zone.

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[3] County of Riverside, Map My County, https://gis1.countyofriverside.us/Html5Viewer/?viewer=MMC_Public. Accessed December 18, 2024.

[4] California Environmental Protection Agency, Cortese List Data Resources, https://calepa.ca.gov/sitecleanup/corteselist/. Accessed October 16, 2024.

[5] State Water Resources Control Board, Project Status Definitions, https://geotracker.waterboards.ca.gov/GeoTrackerStatusDefinitions.pdf. Accessed December 18, 2024.

[6] California Department of Conservation, EQ Zapp: California Earthquake Hazards Zone Application, https://www.conservation.ca.gov/cgs/geohazards/eq-zapp. Accessed October 15, 2024.

[7] City of Coachella, General Plan Update Final EIR, February 2015.

4.4.5 Noise and Vibration

The potential for noise/vibration impacts were evaluated by assessing the presence of possible sensitive noise receivers, such as residences, hospitals, and schools, in the vicinity through assessing the surrounding land uses. Land uses were identified utilizing the City's Official Zoning Map and through review of Google Earth imagery.[8]

Site 1 is primarily surrounded by vacant lands designated for industrial uses to the east and commercial uses to the west, with primarily single-family residential uses beyond. Site 1 is located within a quarter-mile northeast of Cesar Chavez Elementary School. Site 2 has primarily agricultural lands to the east, and a mix of commercial and residential land uses to the west. Site 2 is located approximately 0.3 mile northeast of Palm View Elementary School and Coachella Valley Adult School. Site 3 has lands primarily designated for heavy industrial uses to the east and general commercial used to the west with residential uses beyond. Site 3 is not within a 0.25 mile of any schools. All three sites are within a quarter mile of existing residential uses, which are considered a sensitive noise-receiver.

4.4.6 Flooding

Flooding risk was assessed using the Federal Emergency Management Agency (FEMA) National Flood Hazard Zones.[9] None of the sites is mapped within FEMA flood hazard zones. In addition, field observations found vegetation within the existing ROW, which indicates the presence of water and suggests that the railroad currently has some drainage challenges, particularly at Site 3. However, these are assumed to be mitigated by planned drainage improvements by the City along Grapefruit Boulevard, which will create similar conditions across all three sites.

4.4.7 Summary

Table 9 shows the results of the evaluation for environmental factors.

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[8] City of Coachella, City of Coachella Official Zoning Map, July 2023.

[9] Federal Emergency Management Agency, National Flood Hazard Layer Viewer. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd. Accessed January 6, 2025.

Table 9. Environmental Constraints Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Biological Resources	○	○	○	None of the sites is located within or adjacent to a conservation area associated with the Coachella Valley Multiple Species Habitat Conservation Plan.
Cultural Resources	◑	◑	○	Site 1 and Site 3 were identified as having a medium sensitivity for historic resources. Site 2 was identified as having a potentially high sensitivity level for historic resources, because it is located within the historic core of the city, where historic structures have been previously identified. The entire city can be considered sensitive for archaeological resources and Site 1, in particular, is adjacent to tribal land.
Hazardous Materials	○	○	○	None of the sites is identified on a hazardous materials site database.
Geotechnical Conditions	○	○	○	Geotechnical conditions are similar amongst the sites.
Noise/ Vibration	◑	◑	●	Site 1 and Site 2 are located near potential sensitive noise receivers (school/educational center).
Flooding	○	○	○	None of the sites is mapped within FEMA flood hazard zones. The railroad currently has some drainage challenges, particularly in Site 3, but these are assumed to be mitigated by planned improvements by the City, which will create similar conditions across all three sites.
Overall	◑	◑	○	

4.5 Accessibility/Connectivity

Accessibility and connectivity criteria include Pedestrian Connectivity, Bicycle Connectivity, Transit Connectivity, Auto Connectivity, and Crossing Potential. The project team analyzed several factors related to each criterion including current conditions, potential for changes to existing systems, and station layout plans.

4.5.1 Pedestrian Connectivity

For Pedestrian Connectivity, the project team looked at current pedestrian facilities including sidewalks and crosswalks, traffic safety statistics for crashes involving pedestrians, and the number of origins and destinations within a half-mile walking distance from the proposed station sites. This analysis included a desktop survey of sidewalks and identification of trip attractors/generators, as well as reviewing the total walkable area as shown in the half-mile walkshed maps included in the existing

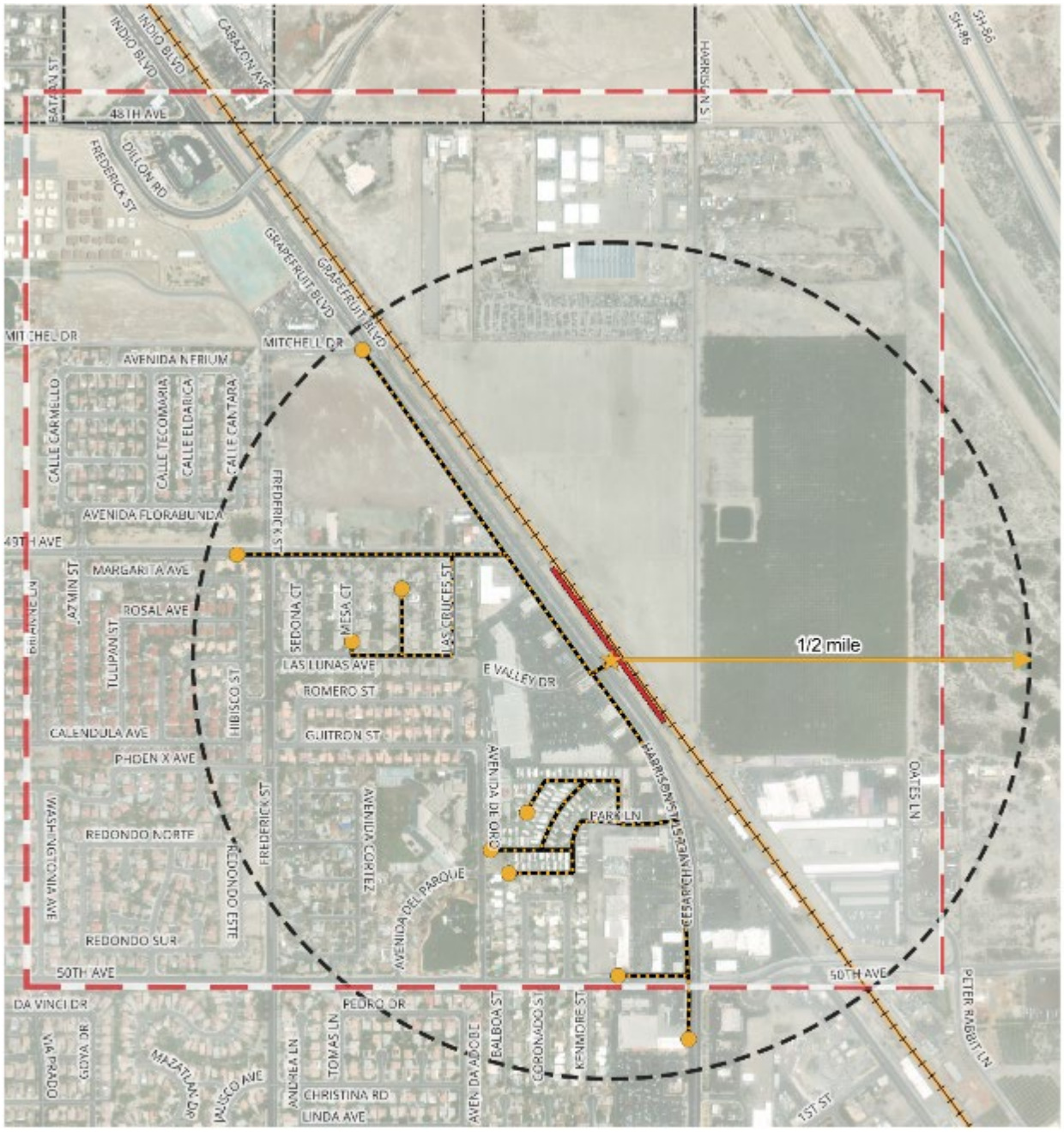
conditions report. The team analyzed safety statistics from the Transportation Injury Mapping System (TIMS) for the latest five years available (July 2019 through June 2024) within a half-mile radius of each station site.

Site 1 has lower pedestrian connectivity due to the presence of the shopping center, which limits the amount of area around it easily accessible by a pedestrian, and the highest incidence of crashes involving pedestrians (8). Site 2 has the best overall pedestrian connectivity due to the Old Town street grid of the neighborhood to the west but had the second highest incidence of crashes involving pedestrians (4). However, these safety statistics may be attributable to the density of the street network in the area. Site 3 has the lowest overall pedestrian connectivity due to a lack of destinations within a half mile and an overall lack of development near the site. The site had the lowest incidence of crashes involving pedestrians (1); however, these safety statistics are likely due to the minimal number of streets present within a half-mile radius.

Figure 8 through Figure 10 show the existing half-mile walking routes currently possible from the stations.

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Figure 8. One-Half-Mile Walking Distance from Station Site 1



Station Area 1. Walking Distance Diagram

Train Station. Site 1

Path of a 1/2 mile walking/biking distance for Train Station Site 1

0 0,25 0,5 mi

Figure 9. One-Half-Mile Walking Distance from Station Site 2

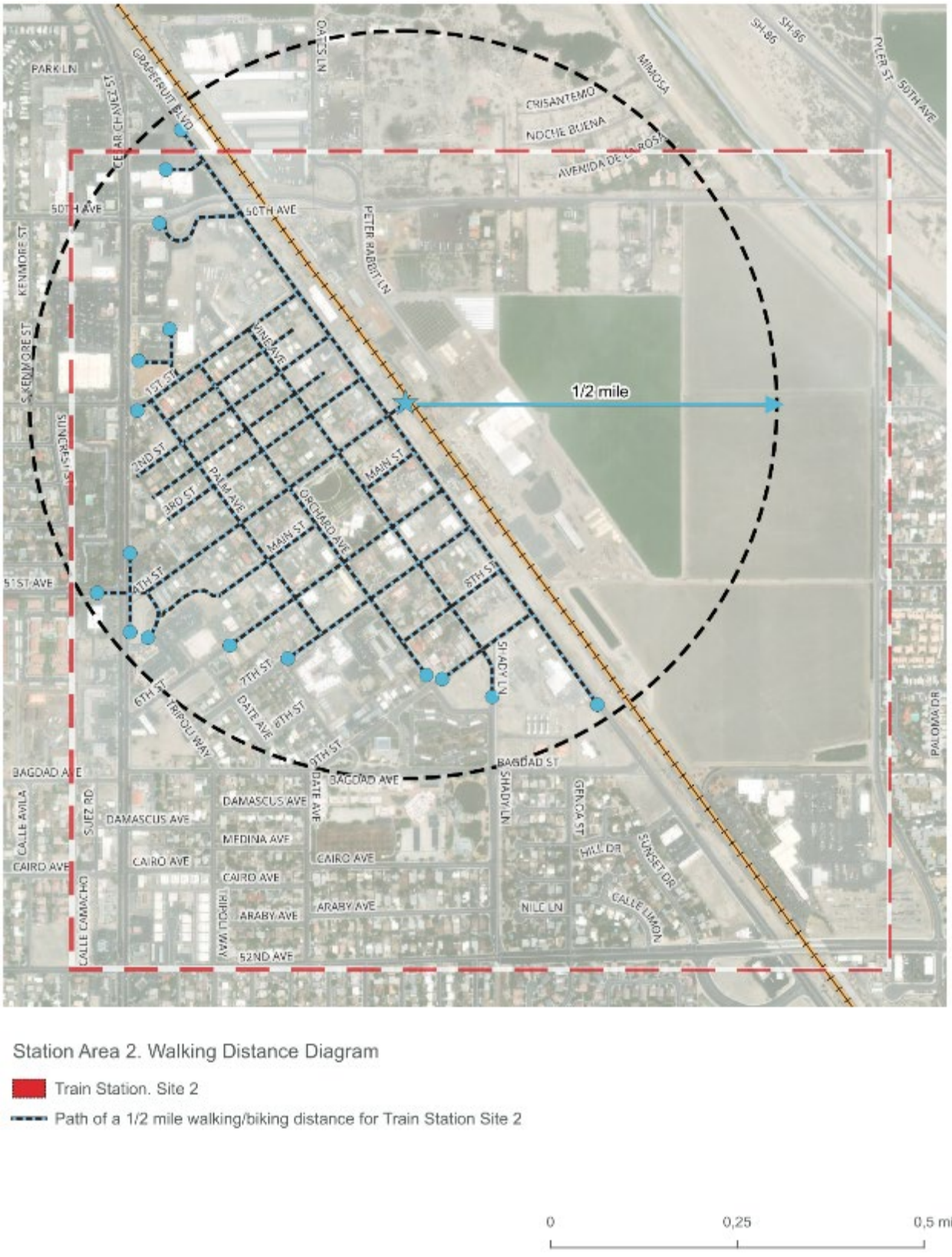
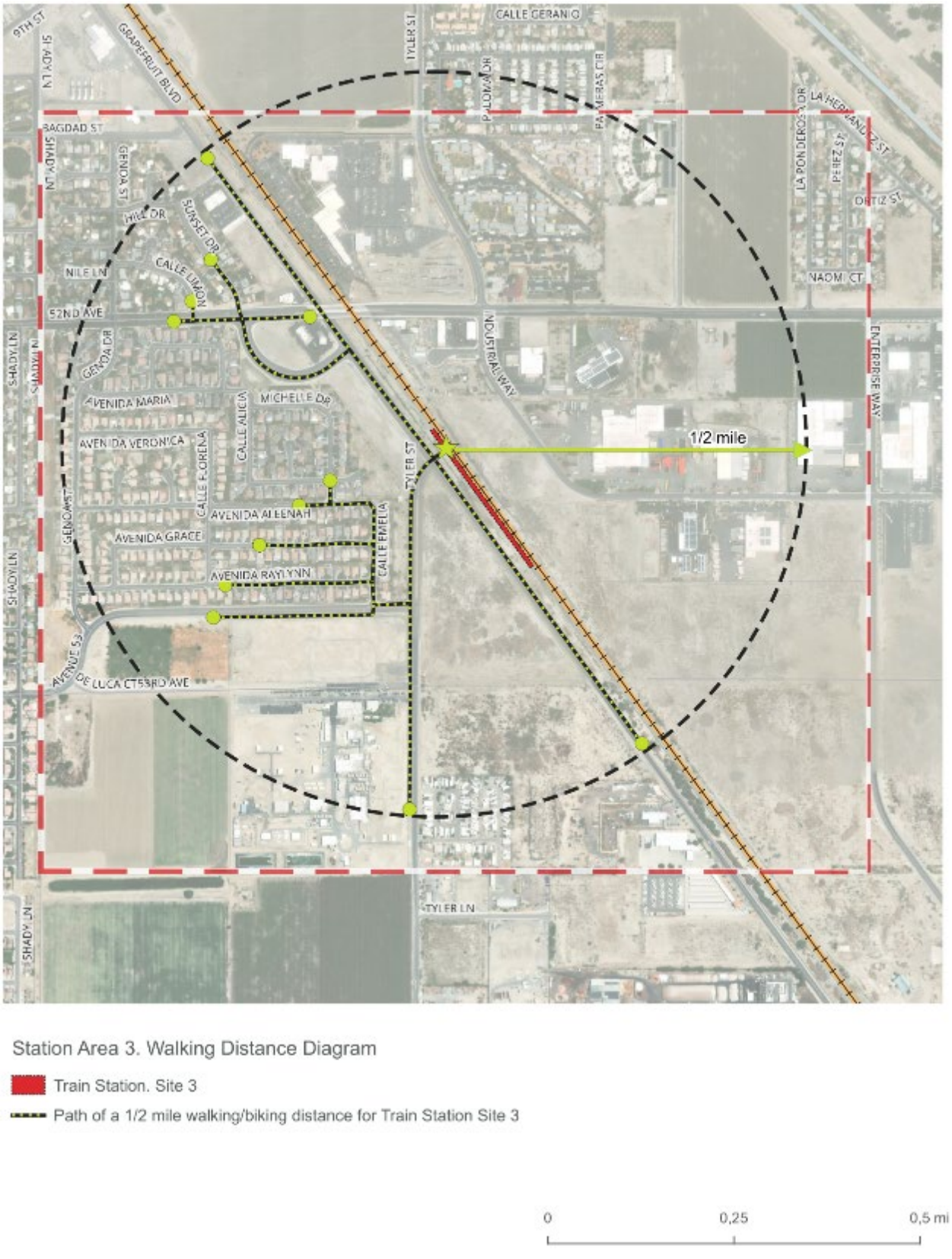


Figure 10. One-Half-Mile Walking Distance from Station Site 3



4.5.2 Bicycle Connectivity

For Bicycle Connectivity, the project team looked at current and planned bicycle facilities as well as traffic safety statistics for crashes involving bicyclists. This analysis included a desktop survey of bicycle facilities and TIMS data within a half-mile radius of each station site.

All station sites will be served directly by the Connect Coachella Project, a Class I Bike Lane parallel to Highway 111/Grapefruit Boulevard on the eastern side of the roadway. Site 2 has the highest level of bicycle connectivity with existing bike facilities in the area, but also has the highest incidence of crashes involving cyclists (8). Site 1 has some bike infrastructure nearby, but large roads and heavy traffic make biking somewhat difficult in the area, and Site 1 has the second highest incidence of crashes involving cyclists (6). Site 3 has little bike infrastructure and had the lowest incidence of crashes involving cyclists (1), likely due to a lack of bike activity in the area.

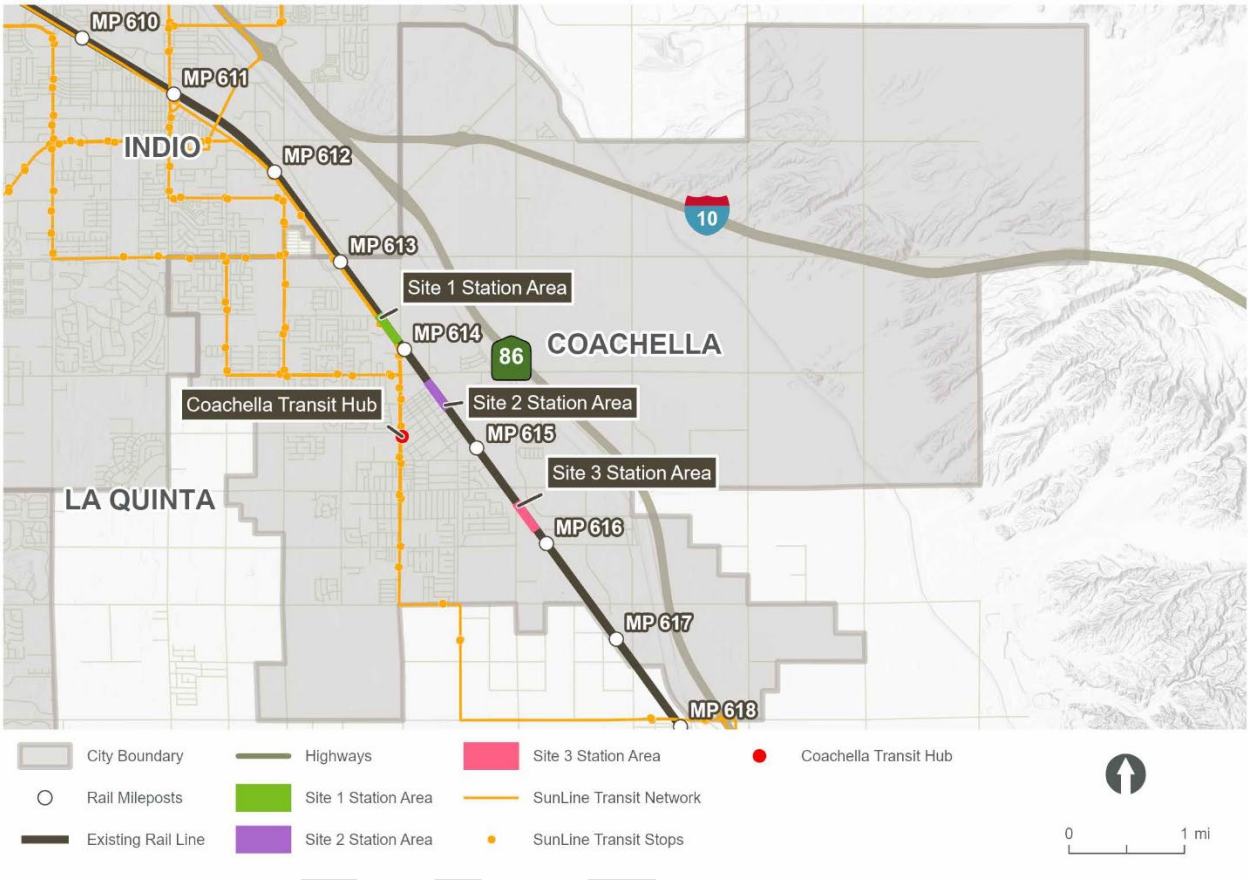
4.5.3 Transit Connectivity

For Transit Connectivity, the project team looked at several factors based on existing transit service and potential for rerouting transit services in the future. These factors included existing bus stop proximity, number of existing routes nearby, the frequency of existing services, and the feasibility of modifications to existing routes to serve each station site.

As shown in Figure 11, Site 1 is the only one with existing bus service adjacent to the site (Line 1EV), but rerouting other routes would be circuitous, and the limited space available between Grapefruit Boulevard and the railroad tracks limits the provision of bus facilities. Site 2 is less than half a mile from the Coachella Transit Hub at 4th Street and Cesar Chavez Street, which serves three different SunLine routes (Lines 1EV, 6, and 8), and potentially rerouting some or all these routes to serve the station directly would not add substantial cost. Site 3 is the farthest from any existing transit and would require an extensive mid-route rerouting of Route 8 and/or an extension of Route 1EV of over a mile in each direction.

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Figure 11. Existing Transit Service in Coachella (Placeholder)



4.5.4 Auto Connectivity

For Auto Connectivity, the project team calculated distances from Highway 86, north-south arterials (excluding Grapefruit Boulevard), and east-west arterials, as well as analyzed overall crash data from TIMS within a one-mile radius of each station site.

Site 1 is the closest to major arterials and Highway 86 and has the second highest incidence of overall crashes within one mile (130), but access would be difficult due to the presence of the non-standard Y-intersection at Grapefruit Boulevard and Cesar Chavez Street nearby and the limited space available between Grapefruit Boulevard and the railroad tracks, making parking access difficult. Site 2 is the second closest to major arterials and provides convenient access to two east-west arterials via Grapefruit Boulevard. The site had the highest incidence of overall crashes within one mile (154), but this is likely due to the density of the street network in the area. Site 3 is the farthest from Highway 86 and north-south arterials. The site had the lowest incidence of overall crashes within one mile (57), but this is likely due to the minimal number of streets present in the area.

4.5.5 Crossing Potential

For Crossing Potential, the project team analyzed the suitability of land on the east side of the railroad tracks for potential future development, as well as existing and planned development and facilities.

Sites 1 and 3 have limited potential for development on the east side of the railroad tracks, with predominantly industrial land uses present and, in the case of Site 3, minimal undeveloped land. Site 2 has the best potential for development on the east side of the railroad tracks, with City plans to provide municipal services to the area and the future Community Resilience Center on Peter Rabbit Lane.

4.5.6 Summary

Table 10 shows the results of the accessibility and connectivity evaluation.

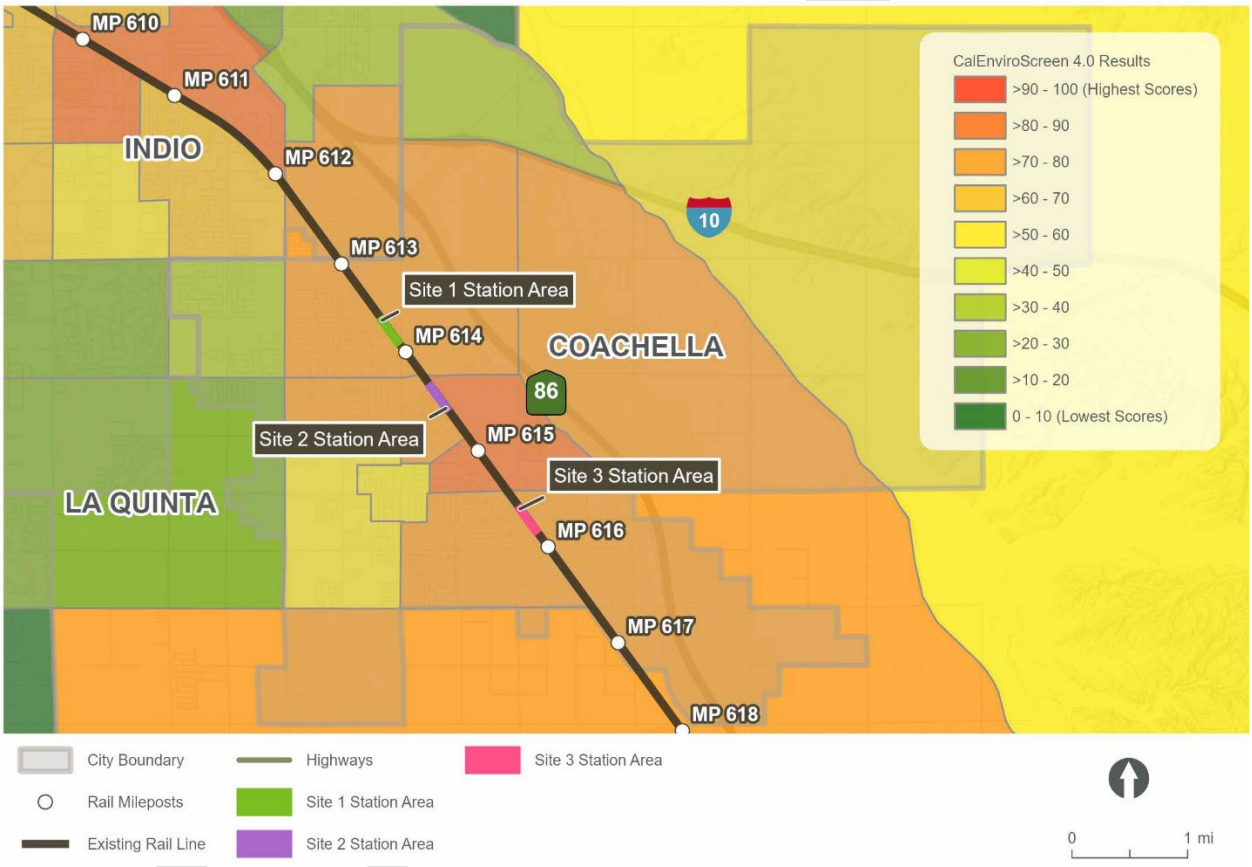
Table 10. Accessibility Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Pedestrian Connectivity	◑	●	◑	Site 1 is walkable to several retail centers but does not have direct routes to the residential neighborhoods behind them. The street grid and mix of uses in Pueblo Viejo are highly conducive to walking to Site 2. Site 3 has very little within walking distance.
Bicycle Connectivity	◑	●	○	All sites will have north-south bicycle access via Grapefruit Boulevard. Site 1 has bicycle access to Cesar Chavez Street. Site 2 is bikeable from most of the city. Site 3 has the least development within cycling distance.
Transit Connectivity	◑	○	●	Site 1 has existing transit service from SunLine's primary East Valley Route (1EV). Site 2 has an 1EV stop ⅓ mile away, and service could be rerouted to the station. Site 3 has no bus routes nearby and extending existing routes to the station would be more disruptive than for Site 2.
Auto Connectivity	◑	●	◑	All sites will have north-south auto access via Grapefruit Boulevard and are close to an east-west arterial. Access to Site 1 presents challenges due to non-standard intersections. Site 3 is farthest from the Cesar Chavez Street.
Crossing Potential	○	●	○	Sites 1 and 3 have minimal development on the east side to the railroad to connect to and would not have strong street connections. Site 2 could connect Pueblo Viejo to the future Community Resilience Center as well as other uses via Peter Rabbit Lane.
Overall	◑	●	◑	

4.6 Equity and Environmental Justice

Social equity and environmental justice factors were evaluated utilizing CalEnviroScreen 4.0 data for the Census tract associated with each potential site.[10] Figure 12 shows the percentile scores of Census tracts surrounding the railroad within Coachella. CalEnviroScreen 4.0 uses environmental, health, and socioeconomic information to produce scores for every Census tract in the state to identify California communities that are most affected by pollution.[11] An area with a high score is one that experiences a much higher pollution burden than areas with low scores. The data from Census tract with the higher CalEnviroScreen 4.0 score have been utilized for this analysis.

Figure 12. CalEnviroScreen Percentiles by Census Tract (Placeholder)



Each site is within a community characterized as a Senate Bill 535 Disadvantaged Community.[12] The California Environmental Protection Agency (CalEPA) defines a Disadvantaged Community based on several criteria, including geographic, socioeconomic, public health, and environmental hazard factors.

[10] California Office of Environmental Health Hazard Assessment, CalEnviroScreen 4.0 Data, https://oehha.ca.gov/calenviroscreen/maps-data/download-data. October 2021.

[11] California Office of Environmental Health Hazard Assessment, About CalEnviroScreen, https://oehha.ca.gov/calenviroscreen/about-calenviroscreen#:~:text=CalEnviroScreen%20uses%20environmental%2C%20health%2C%20and,than%20areas%20with%20low%20scores. Accessed October 23, 2024.

[12] California Office of Environmental Health Hazard Assessment, SB 535 Disadvantaged Communities, https://oehha.ca.gov/calenviroscreen/sb535. Accessed October 28, 2024.

Specifically, CalEPA identifies Disadvantaged Communities as areas that fall into one of the following categories: 1) Census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0; 2) Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest 5 percent of cumulative pollution burden scores; 3) Census tracts identified in the 2017 designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0; or 4) Lands under the control of federally recognized Tribe.

4.6.1 Station Area Demographics

CalEnviroScreen 4.0 Scores

Site 2 has the highest CalEnviroScreen 4.0 score of 48.71 out of 100, with a percentile score of 86.38, indicating this score is higher than 85 to 90 percent of other Census tracts within the state. Site 3 has the lowest CalEnviroScreen 4.0 score of 37.72 out of 100, with a percentile score of 71.65.

Population

Site 1 has the highest population count at 6,818. Site 3 has the lowest population count at 4,381.

Age

Site 1 has the greatest percentage of residents between the ages of 10 and 64 at 80.8 percent. Site 3 has the lowest percentage of residents between the ages of 10 and 64 at 75 percent. Site 2 has the highest percentage of elderly residents, above the age of 64, at 11.94 percent. Site 1 has the lowest percentage of elderly population at 8.13 percent.

Education

Site 2 has the highest percentage of residents over the age of 25 with less than a high school education at 60.8 percent. Site 1 has the lowest percentage in this category with 41.8 percent of the population over 25 with less than a high school education.

Poverty Level

Site 2 has the highest percentage of the population living two times below the federal poverty level at 63.7 percent. Site 1 has the lowest percentage of the population living two times below the federal poverty level at 48.8 percent.

4.6.2 Potential for Community and Business Impacts

Several businesses operate in the strip of land between the existing tracks and Grapefruit Boulevard from approximately Cesar Chavez Street to 9th Street. The Coachella Valley Rail program has the potential to impact all these businesses through construction of a third main track, which would likely pass through central Coachella to reach the layover facility regardless of which station site is selected. For all three sites, the third main track would likely pass through central Coachella to reach the preferred layover facility location. This would impact two structures north of Avenue 50, the Coachella

Container Park, and five businesses between Avenue 50 and 8th Street. For Sites 1 and 3, businesses in the ROW in the Pueblo Viejo area may be able to continue operating in the reduced footprint between Grapefruit and the new 3rd main, but Site 2 would entirely displace one business between 2nd and 5th Streets.

4.6.3 Summary

Table 11 shows the results of the evaluation for equity and environmental justice.

Table 11. Equity and Environmental Justice Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Station Area Demographics	◑	●	◑	All sites are identified as disadvantaged communities. Site 2 has the highest CalEnviroScreen 4.0 score and highest percentage of population living below twice the federal poverty level.
Community and Business Impacts	○	◑	○	All businesses within the ROW will likely be impacted by the construction of the third main track, regardless of station site. For Sites 1 and 3, businesses in the ROW in the Pueblo Viejo area may be able to continue operating in the reduced footprint between Grapefruit Boulevard and the new third main. For Site 2, the spaces needed for the platform and track flare would impact two existing structures. Sites 1 and 3 have no buildings directly conflicting with the station elements.
Overall	◑	◑	◑	

4.7 Ridership Potential

The number of residents and workers expected to be within the areas surrounding each potential station site, shown in Table 12, was estimated based on planned land use and intensity. Underlying calculations are attached in Appendix A. The number of people expected to be present in area around Site 2 is about double that in the areas surrounding Sites 1 and 3, and the likelihood of ridership in urban places like Pueblo Viejo is greater than in low-density suburban neighborhoods and industrial areas.

Table 12. Projected Residents and Employment by Station Area

Site	Population	Employment
Site 1: Gateway	3,845	4,170
Site 2: Pueblo Viejo	15,737	7,910
Site 3: Tyler Street	8,380	3,661

4.7.1 Key Generators

To evaluate key trip generators, the number of businesses within a half-mile radius of each station site was analyzed. Data was sourced from Esri Community Analysis. Each site was then assigned a rating on a scale from "Worse" to "Better." As shown in Table 13, Site 2 Pueblo Viejo received a "Better" rating due to its higher number of trip generators. Site 1 Gateway was rated "Better," while Tyler Street received a "Worse" rating.

Table 13. Key Generators within a Half Mile

Site	Number of Businesses	Rating
Site 1: Gateway	164	**Better**
Site 2: Pueblo Viejo	191	**Better**
Site 3: Tyler Street	36	**Worse**

Source: Esri Community Analysis

4.7.2 Summary

Table 14 shows the results for ridership potential.

Table 14. Ridership Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Planned Population/ Employment	◑	●	◑	Based on planned land uses, the number of people expected to be present in the area around Site 2 is about double that around Sites 1 and 3. The likelihood of ridership in urban places is also greater than in low-density suburban neighborhoods and industrial areas.
Key Generators	●	●	○	Sites 1 and 2 have a larger number of businesses in the surrounding half mile.
Overall	○	●	○	

4.8 Costs

4.8.1 Capital

The elements of the station and layover facility would be similar across all sites, but access to the layover facility for Site 3 would require additional infrastructure compared to Sites 1 and 2. If the layover facility option on the west side of the tracks is chosen, it would need to be placed slightly farther south for Station Site 3, increasing the length of track construction. Additionally, if direct access from all three tracks is needed, a new control point and two additional crossovers would be required. If the facility is placed on the east side south of Avenue 52, the additional control point and crossovers would likely be required given that passenger service is likely to primarily be focused on the third main track on the

west side of the ROW. Alternatively, an east side facility could be placed north of the existing crossover on vacant land near Harrison Street, but this would require an additional turnout and acquisition of land outside the existing ROW.

4.8.2 Maintenance

Station and layover facility elements would be similar at each stie, without differences in ongoing maintenance needs. As described above, Site 3 would increase the infrastructure investment required to provide access to the layover facility, creating additional track length and crossovers that would need to be maintained on an ongoing basis to support rail service.

4.8.3 Right-of-Way

All sites are narrow, but Site 1 is severely limited by the available space between Grapefruit Boulevard and the tracks and may require acquisition of land outside the ROW to accommodate station access features. As described in Section (4.6.2), construction of the third main track would impact several businesses regardless of site selection, and Site 2 would require entire displacement of an existing business within the railroad ROW. The City owns a parcel east of Site 2, which will be used for the future Community Resilience Center and could potentially provide cost efficiency if the station is expanded outside the ROW. Site 3 is vacant within the ROW and adjacent parcels are also vacant.

4.8.4 Summary

Table 15 shows the results of the evaluation for station costs.

Table 15. Cost Evaluation Results

Evaluation Factor	Site 1 Rating	Site 2 Rating	Site 3 Rating	Justification
Capital	○	○	◑	Station and layover facility elements would be similar across all sites. Site 3 would require placement of the layover facility slightly farther south, increasing the length of new track required. In addition, Site 3 would likely need new cross-overs between the layover facility and the station.
Maintenance	○	○	◑	As noted above, Site 3 would require additional track length and crossovers that would need to be maintained.
ROW/Land Acquisition	●	◑	●	The ROW at Site 1 is narrow, requiring elements such as bus pullouts to be placed outside the rail ROW. All sites will likely impact businesses within the ROW through construction of a third main track, with Site 2 entirely displacing one existing business. Site 3 is vacant and surrounded by vacant land.
Overall	◑	○	◑	

5 Site Evaluation Summary

5.1 Summary Matrix

Table 16 summarizes the scores for each evaluation category and the overall score of each site.

Table 16. Summary Scoring Matrix

Category	Site 1 Rating	Site 2 Rating	Site 3 Rating
Rail Engineering Feasibility			
Station Element Feasibility			
Land Use/Development Compatibility			
Environmental Constraints			
Accessibility/Connectivity			
Equity and Environmental Justice			
Ridership Potential			
Costs			
Overall			

Worse	←→	Neutral	←→	Better
				

5.2 Gateway Center Station Site

Site 1, near Gateway Center, can accommodate the new track and platforms required for a station, and does not present challenges for train operations. However, the ROW at this site is very narrow, and it may not be possible to provide the necessary parking, bus access, and station building between the tracks and Grapefruit Boulevard, and further expansion would be severely limited. Nearby tribal land presents a potential environmental constraint for cultural resources and a nearby school is a potential sensitive receptor for noise. Existing development on the west side of the railroad is not

transit oriented and unlikely to redevelop, while vacant land on the east side is zoned industrial. The station would be located near an existing transit stop and be located near several major arterials but has less pedestrian and bicycle connectivity than Site 2. As a result of lower connectivity and less intense and fewer transit-oriented uses, this site is expected to have lower ridership potential than Site 2.

5.3 Pueblo Viejo Station Site

Site 2 in Pueblo Viejo presents the fewest engineering constraints and can accommodate all station elements. The existing and planned land use around this site is most compatible with a rail station, and the existing street grid within Pueblo Viejo is supportive of multimodal access to the station. The General Plan recognizes the benefits that a rail station could bring to Pueblo Viejo and includes a goal establishing a combined bus and rail transportation center in the existing downtown area.

The location within the historic downtown presents the potential to encounter historic resources and a nearby school is a potential sensitive receptor for noise.

5.4 Tyler Street Station Site

Site 3 near Tyler Street is operationally feasible but would require the most infrastructure investment. The surrounding area is largely vacant and the street network provides limited connectivity to key destinations. While vacant land is a potential opportunity for new development, land around the station is largely zoned for industrial uses. Based on limited existing and planned development around the site, this station site is expected to have lower ridership potential than Site 2.

6 Recommended Site

Site 2, Pueblo Viejo, would support the City's existing downtown area in Pueblo Viejo while also facilitating economic development on the east side of the railroad. Existing uses and future development provide a market to attract ridership. This presents the most potential benefits and fewest engineering constraints and is therefore recommended as the City's preferred site to be carried forward in subsequent phases of this study, which will develop station area plans and preliminary station design plans.

DRAFT

Appendix A. Population and Employment Estimates

DRAFT

Appendix A: Population and Employment Estimates Based on General Plan Land Use

Station Area 1

	Gross Acres	Net/ Gross	Net Acres	FAR	S.F.	S.F./Job	Jobs
DT	25.00						
U-E	28.00						
DT Comm 50%	12.50	0.80	10.00	1.25	544,500	1,000	545
U-E Comm 50%	14.00	0.70	9.80	1.25	533,610	1,000	534
							1,078
M-W: Wrecking Yard	81.50	0.80	65.20	0.03	85,203	2,000	43
M-S: Manufacturing Service	186.50	0.80	149.20	0.35	2,274,703	600	3,791
C-G: General Commercial			54.00	0.30	705,672	1,000	706
C-N: Neighborhood Commercial			27.00	0.28	329,314	1,000	329
							4,869

				DUA	DU	Res/DU	Residents
DT Res 50%	12.50	0.80	12.50	40.00	500	2.50	1,250
U-E Res 50%	14.00	0.70	9.80	40.00	392	2.50	980
							2,230
S-N: Suburban Neighborhood West			78.00	7.00	546	2.75	1,502
S-N: Suburban Neighborhood East	157.00	0.75	117.75	7.00	824	2.75	2,267
General Neighborhood			1.75	12.00	21	2.75	58
R-MH: Mobile Home			10.00	12.00	120	2.25	270
							4,096

Total Residents	**6,326**
Total Jobs	**5,947**
Total	**12,273**

Station Area 2

	Gross Acres	Net/ Gross	Net Acres	FAR	S.F.	S.F./Job	Jobs
C-N: Neighorhood Commercial			43.00	0.28	524,462	1,000	524
G-C: General Commercial			25.50	0.30	333,234	1,000	333
M-S: Manufacturing Service	48.00	0.80	38.40	0.35	585,446	600	976
							1,833
DT-PV + TR			94.00				
U-E	242.00						
DT Comm 50%			47.00	1.25	2,559,150	1,000	2,559
U-E Comm 50%	121.00	0.70	84.70	1.25	4,611,915	1,000	4,612
							7,171

				DUA	DU	Res/DU	Res
DT Res 50%			47.00	40.00	1,880	2.50	4,700
U-E Res 50%	121.00	0.70	84.70	40.00	3,388	2.50	8,470
							13,170
S-N: Suburban Neighborhood West			60.00	7.00	420	2.75	1,155
S-N: Suburban Neighborhood East	100.00	0.75	75.00	7.00	525	2.75	1,444
R-MH: Mobile Home			10.00	12.00	120	2.25	270
G-N: General Neighborhood			48.00	12.00	576	2.75	1,584
U-N: Urban Neighborhood			32.50	30.00	975	2.75	2,681
							7,134

Total Jobs	**9,005**
Total Residents	**20,304**
Total	**29,309**

Station Area 3

	Gross Acres	Net/ Gross	Net Acres	FAR	S.F.	S.F./Job	Jobs
U-E: Urban Employment Comm 50%	57.00	0.85	48.45	1.25	2,638,103	1,000	2,638
M-H: Heavy Industrial			230.00	0.03	300,564	2,000	150
M-S: Manufacturing Service			76.00	0.35	1,158,696	600	1,931
C-G: General Commercial			32.00	0.30	418,176	1,000	418
							5,138

				DUA	DU	Res/DU	Residents
U-E: Urban Employment Res 50%	57.00	0.75	42.75	40.00	1,710	2.5	4,275
U-N: Urban Neighborhood	50.00	0.75	37.50	30.00	1,125	2.75	3,094
G-N: General Neighborhood			34.00	12.00	408	2.75	1,122
S-N: Suburban Neighborhood			135.00	7.00	945	2.75	2,599
R-MH			28.00	12.00	336	2.25	756
							11,846

Total Jobs	**5,138**
Total Residents	**11,846**
Total	**16,983**





Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network

City Council Presentation

February 26, 2025

Agenda

- Background
- Study Purpose and Process
- Community Engagement
- Station Site Alternatives
- Site Evaluation Results and Recommendation
- Next Steps

Background - Coachella Valley Rail (CV Rail)

Proposed Coachella Valley – San Gorgonio Rail Service





Eastern Terminus

Study Purposes

- Evaluate potential locations for CV Rail station site and layover facility in Coachella
- Select the City's preferred station location
- For the preferred location, develop:
  - Preliminary engineering plans, architectural drawings, and connectivity plans for the rail station
  - Transit-oriented community plans and economic development strategies for the surrounding area

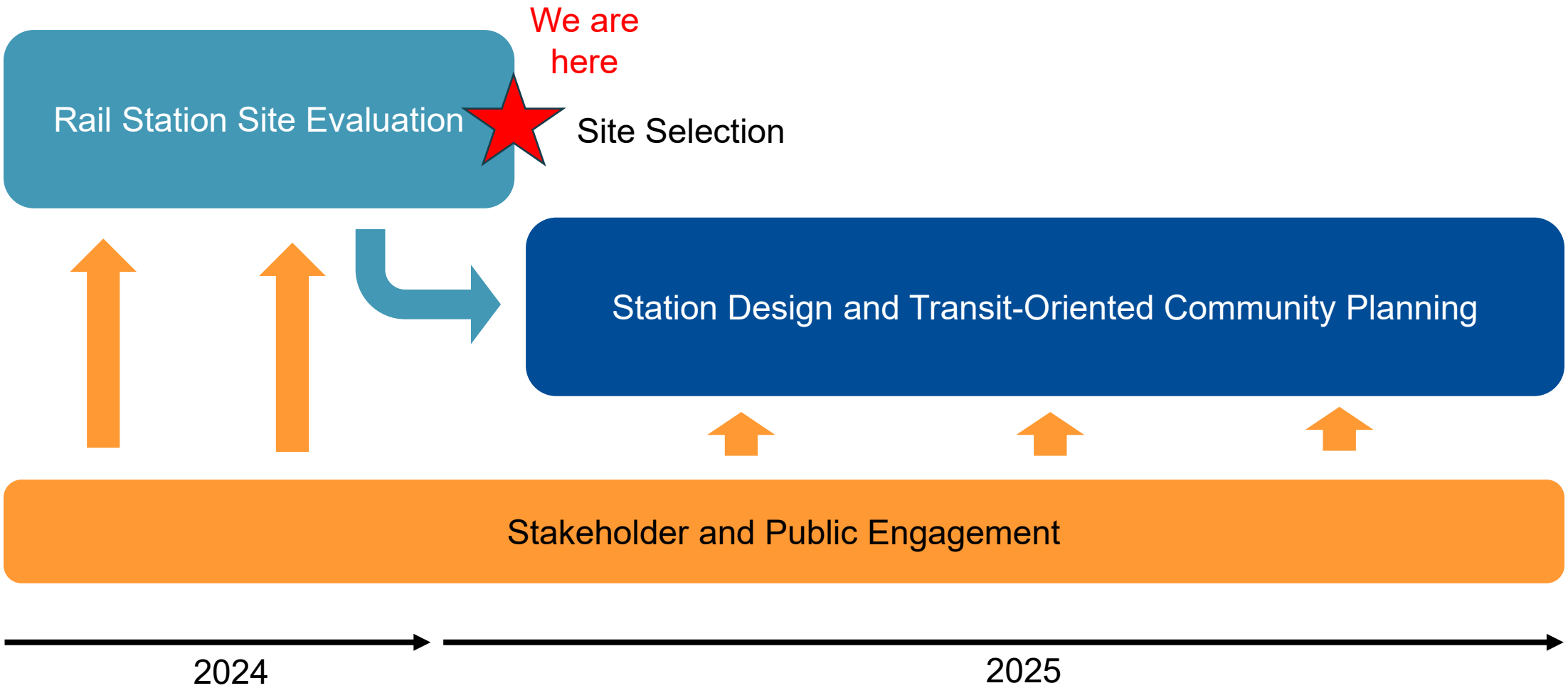


CV Rail and the Coachella Station Study

- Final selection of the preferred alternative and final station locations will be determined in the NEPA/CEQA CV Rail Tier II/Project Environmental Document[1]
- Analysis and information in this study will be utilized to help determine the final selection of the preferred alternative during formal NEPA/CEQA process
- Location of tracks for CV Rail are subject to negotiations and agreements with the host railroad
- This study does not commit the City to the approval or construction of any particular station location

1. Led by RCTC under the oversight of the Federal Railroad Administration and Caltrans Division of Rail.

Study Process

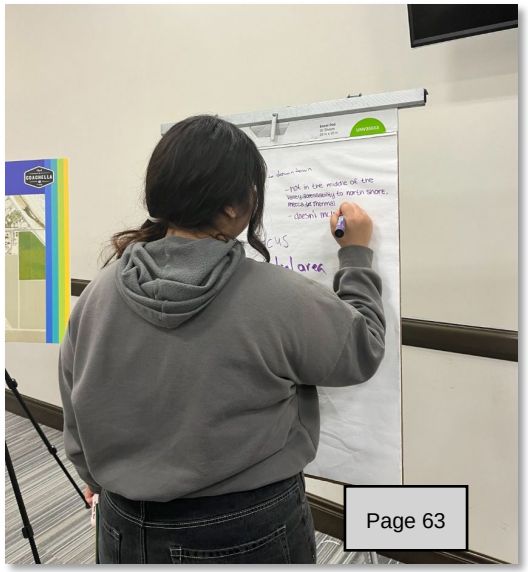


Community Engagement

- First TAC meeting October 24, 2024
- Community Workshop November 21, 2024 – 32 attendees
- Online follow-up survey was available through December 20, 2024 – 72 responses
- Second TAC meeting January 30, 2025









Potential Station Locations

1. Gateway Center
2. Pueblo Viejo area
3. South of Ave. 52



Site Evaluation Criteria

Category	Evaluation Factor
Rail engineering feasibility	Physical constraints (accommodate new track and platform edges on all tracks)
	Operational constraints
	Flexibility in layover site options
Station element feasibility	Station Building (500 sf)
	Parking (32 regular stalls + 2 ADA stalls)
	Bus Bays (minimum of 2)
	Pick-up/Drop-off (8 short-term parking stalls)
Land use/development compatibility	Consistency with plans and policies
	Potential for transit-oriented development
	Economic development potential
Environmental constraints	Biological resources
	Cultural resources
	Hazardous materials
	Geotechnical conditions
	Flooding risk
Accessibility/connectivity	Pedestrian connectivity
	Bicycle connectivity
	Transit connectivity
	Auto connectivity
	Crossing potential
Equity and Environmental Justice	Station area demographics
	Community and business impacts
Ridership potential	Existing/planned population/employment
	Key generators
Costs	Capital
	Maintenanc
	ROW/land acquisition

Evaluation Results Summary

Category	Site 1	Site 2	Site 3
Rail engineering feasibility			
Station element feasibility			
Land use/development compatibility			
Environmental constraints			
Accessibility/connectivity			
Equity and Environmental Justice			
Ridership potential			
Costs			

Discussion – Preliminary Site Recommendation

Site	Overall Rating
Site 1: Gateway Center	
Site 2: Pueblo Viejo	
Site 3: Tyler St	

Site 2, Pueblo Viejo, is recommended to be carried forward into the next phase of the study



Next Steps

- City Council presentation on site recommendation February 26, 2025
- Community workshop in March focused on community planning/visioning for preferred station area
- Third TAC meeting in early Spring 2025
- Second Council/Commission presentation Summer 2025

COMMUNITY BASED GRANT PROGRAM

City Council Meeting
February 26, 2025

Presented by Jaime Arroyo
Grants Manager

QUALIFYING CRITERIA

- Must be a school, school-based/affiliated organization, or a non-profit agency with a tax-exemption status of 501(c)(3)
- Pre-existing organization prior to application submittal
- Organization should serve a unique function and provide public or educational services
- Documented track record of serving the needs of the specified target group within the City of Coachella
- Define their proposed program/activity in measurable terms

QUALIFYING CRITERIA (CONTINUED...)

- Have financial and administrative capacity
- Beneficiaries must be residents of the City of Coachella
- Funds cannot be used for political or religious activities
- Matching funds requirement

SUBMITTING AN APPLICATION

- Eligible organizations may submit only one application per fiscal year
- Application requests for financial assistance are not to exceed $1,000 during a fiscal year period (July 1 – June 30)
- Funding for program activity/project will not constitute a precedent for contributions in subsequent years

Thank You



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

MINUTES

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

February 12, 2025
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 by 3:00 P.M. **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

    If participating in real time via Zoom or phone, during the Public Comment Period, use the **"raise hand"** function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
  - **In Writing:**

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 4:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

Mayor Pro Tem Delgado called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:03 p.m.

ROLL CALL:

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

City Clerk

City Treasurer

Absent: Mayor Hernandez

APPROVAL OF AGENDA:

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

Motion: To approve the agenda

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

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

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

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

PLEDGE OF ALLEGIANCE:

Councilmember Dr. Figueroa led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Presentation of Proclamation to Sandy Krause
3. Presentation - UCR Extension Free Business Management Courses
4. Approved Uses of Unassigned General Fund Balance for FY 23-24 and FY 24-25

WRITTEN COMMUNICATIONS:

Email from Maria Ruiz received 2/12/2025 in concern to the treatment towards Gabriel Martin

CONSENT CALENDAR:

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

5. Regular Meeting Minutes of January 22, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
6. Special Meeting Minutes of January 27, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
7. Investment Report – August 31, 2024, September 30, 2024 and October 31, 2024
8. Quarterly Reports - Second Quarter FY 2024-2025
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of February 12, 2025, $6,979,485.22.
10. Authorize City Manager to Execute a Letter Agreement with Zambelli Fireworks for a Special Event Pyrotechnic Program for the City's 2025 Fourth of July program in the Amount of $52,000

11. Authorize a Structural Property Improvement Program (SPIP) Grant in the Amount of $20,000 to Farzana Qureshi (Indus Medical Center) for Improvements to the Property Located at 791 Orchard Street, Coachella, CA and Authorize the City Manager to Execute Associated Documents

12. Authorize the City Manager to Execute a Professional Service Agreement with MSA Consulting Inc. for Survey and Utility Services Related to the Waterline Crossing the Coachella Valley Storm Channel on Avenue 50 in the Amount not to Exceed $35,350.00

13. Authorize a Community-Based Grant to the Children's Discovery Museum of the Desert (CDMOD) in the Amount of $1,000 to Support Enrichment Activities for Children

14. Approve Sponsorship Request by Culturas Music and Arts for their Annual Women Rising Rebozo Festival in the Amount of $5,000

15. Authorize the City of Coachella to Sponsor The Mobius Conference in the Amount of $3,000

16. Authorize the City Manager to Execute Amendment No.1 to Task Order for Well #16 Under a Professional Services Agreement with Dudek for Pump Testing Well #16 in an Amount not to Exceed $45,920.00

17. Authorize the Cost Share Payment of $40,000 for the Replacement of Twenty (20) Water Laterals for Rancho Mariposa – Tract 30831

18. Accept an Offer for a Temporary Construction Easement on Real Property Owned by the City of Coachella (APN 603-220-051) in an Amount of $1,000 for the Arts and Music Line, Project ST-140 and Authorize the City Manager and the City Engineer to sign a Right-of-Way (R/W) Contract as Needed for the Execution of the TCE for the Arts and Music Line, City Project ST-140

19. Authorize the City Manager to Execute a Contract with DeAztlan Consulting in the Amount of $24,500 for Community Outreach Services for Coachella Sphere of Influence Areas (Pocket 7, Mesquite and South Airport).

Motion: To approve items #5 - #13 & #16 - #19

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

Motion: To approve item #14 & #15 with reducing the amount to $1,000

Made by: Councilmember Perez
Seconded by: Mayor Pro Tem Delgado

Approved: 3-1:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, and Mayor Pro Tem Delgado
NOES: Councilmember Virgen
ABSTAIN: None
ABSENT: Mayor Hernandez

Councilmember Dr. Figueroa stepped away at 7:20 p.m. returned at 7:21 p.m.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

20. Provide Direction and Approve Appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission

Council continued item #20 to next meeting on February 26th, 2025

21. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

Council continued item #21 to next meeting on February 26th, 2025

22. Amend the Façade Improvement Grant Program Guidelines to Allow Interior Improvement Investments to Count as Leveraging for the Exterior Improvements

Motion: To amend the Façade Improvement Grant Program Guidelines to Allow Interior Improvement Investments to Count as Leveraging for the Exterior Improvements with amendments to reduce the 2/3 to 1/3

Made by: Councilmember Perez
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

23. Approve Amendment to Contract with Demo Unlimited, Inc. to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way in the amount of $87,923.39 and Authorize the City Manager to Execute Amendment

Motion: To approve Amendment to Contract with Demo Unlimited, Inc. to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way in the amount of $87,923.39 and Authorize the City Manager to Execute Amendment

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

24. Authorize a Community Sponsorship to Animal Action League in the Amount of $25,200.00 to Support Public Spay/Neuter Clinic Events

Motion: To authorize a Community Sponsorship to Animal Action League in the Amount of $25,200.00 to Support Public Spay/Neuter Clinic Events

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

25. Adopt Resolution No. 2025-05 Approving the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Like Exchange for the KPC Coachella Specific Plan; the KPC Group, Applicant

Motion: To adopt Resolution No. 2025-05 Approving the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Like Exchange for the KPC Coachella Specific Plan; the KPC Group, Applicant

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

26. Authorize the Use of HOME Program Income Funds in the Amount of $1,610,000 to Fund Twenty-Four (24) First-Time Homebuyer Program Loans and Authorize the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the Program Funds

Motion: To authorize the Use of HOME Program Income Funds in the Amount of $1,610,000 to Fund Twenty-Four (24) First-Time Homebuyer Program Loans and Authorize the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the Program Funds

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

Public Comments moved up before item #27
1. Judiann Simon
2. Alicia Niño

27. Adopt Resolution No. 2025-06 Appointing Kaye Reynolds as Interim Finance Director Pursuant to Government Code sections 7522.56 and 21221(h)

Motion: To adopt Resolution No. 2025-06 Appointing Kaye Reynolds as Interim Finance Director Pursuant to Government Code sections 7522.56 and 21221(h)

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

28. Adopt Resolution No. 2025-08 Approving and Adopting the Publicly Available Pay Schedule for Executive Employee Positions in Accordance with CalPERS Guidelines

Motion: To adopt Resolution No. 2025-08 Approving and Adopting the Publicly Available Pay Schedule for Executive Employee Positions in Accordance with CalPERS Guidelines

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

Public Comment:
1. Jag Gillan

29. Resolution No. 2025-07 Appointing William Pattison as Interim City Manager Pursuant to Government Code Section 21221(h)

Motion: To approve Resolution No. 2025-07 Appointing William Pattison as Interim City Manager Pursuant to Government Code Section 21221(h)

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

30. Adopt Resolution No. 2025-04 Establishing an Application fee for Healthy Food Truck Operator Permits Coachella Healthy Food Truck Operations Within the City

Motion: To adopt Resolution No. 2025-04 Establishing an Application fee for Healthy Food Truck Operator Permits Coachella Healthy Food Truck Operations Within the City

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Pro Tem Delgado
NOES: None
ABSTAIN: None
ABSENT: Mayor Hernandez

Councilmember Dr. Figueroa stepped away at 8:15 p.m. returned at 8:15 p.m.

Mayor Pro Tem Delgado opened the Public Hearing at 8:23 p.m. and closed it at 8:23 p.m.

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.

Public Comments moved up before item #27

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa stepped away at 8:35 p.m. returned at 8:38 p.m.

Councilmember Virgen stepped away at 8:38 p.m. returned at 8:42 p.m.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Delgado adjourned the meeting at 8:50 p.m.

_____
Angela Zepeda
City Clerk

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – November 30, 2024 and December 31, 2024

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for November and December of 2024.

EXECUTIVE SUMMARY:

On June 12, 2024, 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 November 30, 2024 and December 31, 2024. 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.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,500,863.03	296,086.13	-	-	-	6,796,949.16	
Sweep Account	4.966%	-	1,299,949.98				1,299,949.98	
Wells Fargo-Road Maintenance	N/A	1,593,845.56	111,667.58		-	-	1,705,513.14	
Wells Fargo-Gas Tax	N/A	642,275.48	(252,892.45)	-	-	-	389,383.03	
Wells Fargo- Payroll Acct	N/A	(18,606.07)	1,211.36				(17,394.71)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**8,725,378.00**	**1,456,022.60**	**-**	**-**	**-**	**10,181,400.60**	
INVESTMENTS								
State of California - LAIF	2.17%	19,352,178.12		-	-	-	19,352,178.12	
Investment Management Acct	1.47%	35,580,811.96		122,671.41	-	-	35,703,483.37	
Total Investments		**54,932,990.08**	**-**	**122,671.41**	**-**	**-**	**55,055,661.49**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,187,615.68	142,365.63	150.85	-	-	4,330,132.16	①
Wells Fargo Bank, N.A.	5.83%	672.05	151,209.74	2.54	(75,605.20)	-	76,279.13	②
Wilmington Trust, N. A.	0.03%	2,787,800.67	(96,764.24)	4,246.47	-	-	2,695,282.90	③
Total Cash with Fiscal Agent		**6,976,088.40**	**196,811.13**	**4,399.86**	**(75,605.20)**	**-**	**7,101,694.19**	
Grand Total		**70,634,456.48**	**1,652,833.73**	**127,071.27**	**(75,605.20)**	**-**	**72,338,756.28**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	1,876.35	0.02	7.58	-	-	1,883.95
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	(0.02)	0.02	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	147.37	0.01	0.59	-	-	147.97
A/C #: 6712148602 Interest Account	0.00%	-	(0.01)	0.01	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	28,002.64		113.50	-	-	28,116.14

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	992.12	0.01	4.01	-	-	996.14	
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 6712071403 Principal Account	0.00%	-	(0.01)	0.01	-	-	-	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	3,822.23	0.05	15.44	-	-	3,837.72	
A/C #: 6712160602 Interest Account	0.00%	-	(0.01)	0.01	-	-	-	
A/C #: 6712160603 Principal Account	0.00%	-	(0.04)	0.04	-	-	-	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,505.25	142,365.63	9.64	-	-	144,880.52	
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	
TOTAL US BANK OF CALIFORNIA		**4,187,615.68**	**142,365.63**	**150.85**	**-**	**-**	**4,330,132.16**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	0.66	(.66)	-		-	-	
A/C #: 83925301 Interest Account	0.0000%	194.80	75,605.20	0.74	-	-	75,800.74	
A/C #: 83925302 Principal Account	0.0000%	476.59	-	1.80	-		478.39	
TOTAL WELLS FARGO BANK, N.A.		**672.05**	**151,209.74**	**2.54**	**(75,605.20)**	**-**	**76,279.13**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2024	
WILMINGTON TRUST, N. A.								
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS								
A/C #: 144613-000 Revenue Account	0.03%	2,415.48	-	8.67	-	-	2,424.15	
A/C #: 144613-001 Interest Account	0.03%	0.01	-	-	-	-	0.01	
A/C #: 144613-002 Principal Account	0.00%	592.06	-	2.10		-	594.16	
CITY OF COACHELLA 2022A BOND FUND								
A/C #: 154278-000 Bond Fund	1.76%	20,249.58	4,458.01	86.67	-	-	24,794.26	
A/C #: 154278-001 Interest Account	0.00%	-	-		-	-	-	
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-004 Project FD Account	1.76%	1,162,576.38	(4,458.01)	4,140.26	-	-	1,162,258.63	
CITY OF COACHELLA 2022B BOND FUND								
A/C #: 155657-000 Bond Fund	1.76%	2,457.85	-	8.77	-	-	2,466.62	
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
CITY OF COACHELLA BOFA 2023 ESCROW								
A/C #: 166682-000 Bond Fund		1,599,509.31	(96,764.24)				1,502,745.07	
TOTAL WILMINGTGON TRUST BANK, N.A.		**2,787,800.67**	**(96,764.24)**	**4,246.47**	-	-	**2,695,282.90**	③
TOTAL CASH WITH FISCAL AGENT		**6,976,088.40**	**196,811.13**	**4,399.86**	**(75,605.20)**	**-**	**7,101,694.19**	

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	140,000.00	AA+	Aaa	07/06/22	07/07/22	128,969.53	2.88	88.95	137,383.74	135,734.34
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	195.88	458,420.28	444,597.36
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	74.93	345,852.75	337,151.15
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	87.78	408,048.94	394,948.49
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	2.16	208,693.65	201,883.92
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	298.17	188,970.79	182,095.62
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	549.25	349,535.58	335,439.30
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	200.54	155,484.65	152,850.08
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	2,237.31	261,341.70	250,139.19
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	338.42	268,677.07	257,934.51
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	595.36	472,669.91	453,773.68
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	1,654.48	1,298,338.82	1,261,013.16
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	393.92	308,919.83	295,832.07
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	800.55	625,007.04	601,207.11

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	5.98	289,809.89	275,330.06
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	6.70	314,800.52	308,559.55
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	447.12	290,297.33	282,515.70
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,947.96	291,348.82	283,223.01
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	6,108.02	898,258.76	888,072.15
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	475.28	1,049,973.97	1,017,904.41
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	6,933.42	1,020,176.75	1,000,206.90
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	3,513.05	498,119.78	500,058.50
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	1,201.04	342,813.61	340,132.94
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	518.09	1,101,384.83	1,090,842.83
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	2,381.45	866,586.37	855,593.75
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	3,025.48	489,662.87	482,477.52
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,224.24	535,619.89	523,901.48
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	1,258.84	418,667.79	411,747.84

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	1,378.73	460,581.05	450,961.92
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	52.78	528,522.37	521,511.52
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	920.65	54,347.84	54,787.32
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	63.05	514,049.86	518,347.17
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	8,981.59	502,353.51	507,978.49
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	2,272.83	171,111.13	169,282.77
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	850,000.00	AA+	Aaa	09/04/24	09/05/24	851,759.77	3.58	7,830.80	851,685.01	833,066.30
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	1,575,000.00	AA+	Aaa	10/01/24	10/02/24	1,573,031.25	3.53	9,389.42	1,573,092.38	1,534,272.08
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	175,000.00	AA+	Aaa	11/14/24	11/15/24	173,701.17	4.29	618.18	173,712.28	175,259.70
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	275,000.00	AA+	Aaa	11/01/24	11/04/24	274,323.24	4.18	971.43	274,333.20	275,408.10
Security Type Sub-Total		**19,415,000.00**					**18,605,709.17**	**2.90**	**69,043.83**	**18,998,654.56**	**18,606,041.99**
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa2	09/03/20	09/16/20	40,282.80	1.11	209.67	40,034.43	39,224.44
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa2	09/03/20	09/16/20	110,000.00	1.26	576.58	110,000.00	107,867.21
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	174.50	40,000.00	38,593.20

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Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Municipal Bond / Note											
Security Type Sub-Total		**190,000.00**					**190,282.80**	**1.18**	**960.75**	**190,034.43**	**185,684.85**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	39,020.34	AA+	Aaa	03/19/20	03/25/20	40,953.06	1.91	99.57	39,047.47	38,891.42
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	234,496.88	AA+	Aaa	05/19/23	05/24/23	227,278.76	4.29	654.05	230,409.85	229,155.27
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	346,870.29	350,664.12
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	197,372.17	199,330.52
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	306,136.66	309,845.12
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	311,621.63	AA+	Aaa	09/20/23	09/28/23	306,731.36	5.19	1,246.49	307,813.46	313,064.12
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,032.19	AA+	Aaa	09/07/23	09/14/23	165,519.27	5.01	651.12	166,111.04	168,486.71
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	272,390.68	AA+	Aaa	07/19/23	07/27/23	272,383.85	4.78	1,084.34	272,385.72	272,452.51
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,348.16	327,761.20
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	329,663.37	AA+	Aaa	07/18/23	07/31/23	324,074.55	4.58	1,151.07	325,569.89	325,221.16
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	179,201.31	AA+	Aaa	09/19/23	09/28/23	179,200.40	5.27	787.29	179,200.70	181,641.85
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	336,088.49	340,878.56

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Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	339,002.86	347,282.52
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	253,247.18	262,320.24
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,799.27	337,478.67
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,683.06	137,233.17
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,553.48	192,077.46
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,351.30	177,965.73
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,636.76	196,023.94
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,654.22	195,158.54
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,251.73	253,201.62
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	312,935.30	314,285.73
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	347,862.66	349,705.64
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	348,821.22	350,790.58
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,718.34	199,613.31
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,691.89	292,173.84

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	342,991.32
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,789.03	315,109.93
FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6	350,000.00	AA+	Aaa	11/19/24	11/27/24	351,822.45	4.67	1,397.67	351,847.33	354,332.30
Security Type Sub-Total		**7,634,426.39**					**7,587,967.65**	**4.83**	**29,460.96**	**7,609,199.53**	**7,675,137.10**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	12.50	199,940.64	196,275.40
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	10,462.50	999,900.92	996,944.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	201.88	284,860.68	275,931.02
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	61.67	184,876.03	178,458.95
Security Type Sub-Total		**1,670,000.00**					**1,667,479.85**	**2.69**	**10,738.55**	**1,669,578.27**	**1,647,609.37**
Corporate Note											
NOVARTIS CAPITAL CORP (CALLABLE) DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	1,534.41	295,267.92	293,198.44
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	320.00	79,984.45	79,519.20
GOLDMAN SACHS GROUP INC (CALLABLE) 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	126.56	135,886.76	134,378.87
BRISTOL-MYERS SQUIBB CO (CALLABLE) 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	27.00	71,844.97	69,507.65

pfm asset management

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For the Month Ending **November 30, 2024**

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
Corporate Note											
BANK OF AMERICA CORP (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	1,220.12	220,000.00	218,866.56
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	2,766.84	174,103.40	177,817.68
TARGET CORP (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	184.17	24,981.87	23,808.40
TARGET CORP (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	920.83	124,967.35	119,042.00
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	Aa3	01/26/22	01/28/22	200,644.00	1.98	1,423.61	200,270.95	190,656.20
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	Aa3	08/02/22	08/04/22	280,158.00	3.66	2,135.42	290,460.58	285,984.30
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	2,580.00	345,468.69	343,858.32
JPMORGAN CHASE & CO (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	444.47	247,410.84	248,783.08
HOME DEPOT INC (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	2,096.11	338,120.74	336,242.90
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A	A1	09/14/23	09/18/23	114,296.25	5.13	992.57	117,200.21	120,290.00
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A	A1	08/08/24	08/09/24	51,033.50	4.95	301.76	50,921.29	50,939.30
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A	A1	06/03/24	06/04/24	110,733.70	5.38	663.88	110,616.34	112,066.46
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	2,166.31	114,875.96	117,012.16
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	2,543.06	136,329.32	137,362.10

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Corporate Note											
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	1,283.33	109,851.16	112,822.27
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	1,149.32	116,955.20	119,766.52
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	3,997.62	400,000.00	416,579.20
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	Aa3	08/14/24	08/20/24	165,000.00	4.53	2,097.01	165,000.00	164,456.33
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	301.58	29,952.81	30,330.15
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	3,518.47	348,566.66	353,851.75
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	4,425.00	277,491.41	282,185.70
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	2,763.75	164,762.08	166,172.33
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	353.89	24,952.10	24,982.80
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	778.56	54,940.51	54,962.16
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	849.33	59,767.35	59,958.72
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	749.00	59,875.89	59,468.28
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	2,496.67	200,276.63	198,227.60
Security Type Sub-Total		**5,167,000.00**					**5,067,653.83**	**4.07**	**47,210.65**	**5,091,103.44**	**5,103,097.43**

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Certificate of Deposit											
COOPERAT RABOBANK UA/NY 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	6,145.39	325,000.00	330,713.83
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**6,145.39**	**325,000.00**	**330,713.83**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.45	248.44	325,538.10	330,629.98
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.45**	**248.44**	**325,538.10**	**330,629.98**
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	7,423.08	AAA	Aaa	09/21/21	09/27/21	7,422.49	0.43	1.42	7,422.93	7,384.45
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	5,142.32	AAA	NR	11/09/21	11/17/21	5,141.17	0.75	1.69	5,141.95	5,111.40
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815OAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,968.26	217,193.65
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	64,989.37	65,486.33
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,994.57	66,019.46
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	577.58	234,989.15	237,599.81
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,941.58	273,348.27
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.24	639.22	274,866.08	278,572.53
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,990.08	96,480.20

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2024**

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
Asset-Backed Security											
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,987.10	121,168.20
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,994.10	35,206.33
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.60	623.56	304,961.11	306,262.70
Security Type Sub-Total		**1,692,565.40**					**1,692,313.82**	**5.14**	**3,762.05**	**1,692,246.28**	**1,709,833.33**
Managed Account Sub-Total		**36,418,991.79**					**35,462,092.87**	**3.62**	**167,570.62**	**35,901,354.61**	**35,588,747.88**
Securities Sub-Total		**$36,418,991.79**					**$35,462,092.87**	**3.62%**	**$167,570.62**	**$35,901,354.61**	**$35,588,747.88**
Accrued Interest											**$167,570.62**
Total Investments											**$35,756,318.50**

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of December 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 12/31/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,796,949.16	(359,774.92)	-	-	-	6,437,174.24	
Sweep Account	4.966%	1,299,949.98	(1,299,949.98)				-	
Wells Fargo-Road Maintenance	N/A	1,705,513.14	85,672.66		-	-	1,791,185.80	
Wells Fargo-Gas Tax	N/A	389,383.03	111,571.85	-	-	-	500,954.88	
Wells Fargo- Payroll Acct	N/A	(17,394.71)	(245,281.65)				- (262,676.36)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**10,181,400.60**	**(1,707,762.04)**	**-**	**-**	**-**	**8,473,638.56**	
INVESTMENTS								
State of California - LAIF	2.17%	19,352,178.12			-	-	19,352,178.12	
Investment Management Acct	1.47%	35,703,483.37		(40,535.15)	-	-	35,662,948.22	
Total Investments		**55,055,661.49**	**-**	**(40,535.15)**	**-**	**-**	**55,015,126.34**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,330,132.16	-	359.38	(142,365.63)	-	4,188,125.91	①
Wells Fargo Bank, N.A.	5.83%	76,279.13	-	222.36	(75,800.00)	-	701.49	②
Wilmington Trust, N. A.	0.03%	2,695,282.90	(76,889.45)	4,808.85	-	-	2,623,202.30	③
Total Cash with Fiscal Agent		**7,101,694.19**	**(76,889.45)**	**5,390.59**	**(218,165.63)**	**-**	**6,812,029.70**	
Grand Total		**72,338,756.28**	**(1,784,651.49)**	**(35,144.56)**	**(218,165.63)**	**-**	**70,300,794.60**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of December 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 12/31/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	1,883.95	-	7.11	-	-	1,891.06
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	147.97	-	0.56	-	-	148.53
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
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	28,116.14		106.16	-	-	28,222.30

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of December 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 12/31/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	996.14	-	3.76	-	-	999.90	
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	3,837.72	-	14.49	-	-	3,852.21	
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	144,880.52	(142,365.63)	227.30	-	-	2,742.19	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	142,365.63	-	(142,365.63)	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**4,330,132.16**	**-**	**359.38**	**(142,365.63)**	**-**	**4,188,125.91**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	(0.00)	-	9.08	-	-	9.08	
A/C #: 83925301 Interest Account	0.0000%	75,800.74	-	211.60	(75,800.00)	-	212.34	
A/C #: 83925302 Principal Account	0.0000%	478.39	-	1.68	-		480.07	
TOTAL WELLS FARGO BANK, N.A.		**76,279.13**	**-**	**222.36**	**(75,800.00)**	**-**	**701.49**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of December 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 12/31/2024	
WILMINGTON TRUST, N. A.								
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS								
A/C #: 144613-000 Revenue Account	0.03%	2,424.15	174,908.86	577.70	-	-	177,910.71	
A/C #: 144613-001 Interest Account	0.03%	0.01	-	-	-	-	0.01	
A/C #: 144613-002 Principal Account	0.00%	594.16	-	2.17		-	596.33	
CITY OF COACHELLA 2022A BOND FUND								
A/C #: 154278-000 Bond Fund	1.76%	24,794.26	4,140.26	101.90	-	-	29,036.42	
A/C #: 154278-001 Interest Account	0.00%	-	-		-	-	-	
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-004 Project FD Account	1.76%	1,162,258.63	(4,140.26)	4,118.25	-	-	1,162,236.62	
CITY OF COACHELLA 2022B BOND FUND								
A/C #: 155657-000 Bond Fund	1.76%	2,466.62	-	8.83	-	-	2,475.45	
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
CITY OF COACHELLA BOFA 2023 ESCROW								
A/C #: 166682-000 Bond Fund		1,502,745.07	(251,798.31)				1,250,946.76	
TOTAL WILMINGTGON TRUST BANK, N.A.		**2,695,282.90**	**(76,889.45)**	**4,808.85**	**-**	**-**	**2,623,202.30**	③
TOTAL CASH WITH FISCAL AGENT		**7,101,694.19**	**(76,889.45)**	**5,390.59**	**(218,165.63)**	**-**	**6,812,029.70**	

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	140,000.00	AA+	Aaa	07/06/22	07/07/22	128,969.53	2.88	118.92	137,680.82	136,349.64
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	293.82	458,581.90	446,627.80
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	149.86	346,237.67	338,718.10
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	175.55	408,230.03	396,784.06
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	69.23	208,804.91	202,786.08
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	1.97	189,051.56	182,953.66
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	3.63	349,572.03	337,019.90
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	251.09	155,813.23	153,518.72
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	2,801.19	260,880.21	250,676.99
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	423.71	268,773.34	259,062.84
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	745.41	472,839.47	455,758.70
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	2,071.47	1,299,915.10	1,266,529.44
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	526.66	308,993.59	296,994.57
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,070.30	625,347.97	603,569.61

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	191.21	289,820.69	276,191.07
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	214.29	315,379.61	309,524.48
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	670.67	290,747.61	283,089.90
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	2,507.10	291,489.25	283,073.15
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	7,861.24	899,287.27	887,602.25
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	950.55	1,052,088.53	1,018,078.68
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	8,923.57	1,021,113.45	997,951.50
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	5,269.57	498,176.20	497,969.00
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	2,402.07	342,731.63	338,618.92
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,036.19	1,104,549.37	1,089,000.00
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	2,981.66	868,823.24	853,478.10
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	4,538.22	489,671.46	479,855.53
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,836.37	536,623.83	522,149.45
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	2,517.68	418,700.93	409,352.16

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2024**

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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	2,757.46	460,566.60	448,338.08
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	1,689.01	528,558.24	518,323.57
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	6.08	54,363.31	54,424.21
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	2,017.58	513,979.54	512,370.48
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	59.29	502,397.25	502,139.68
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	2,845.65	171,092.86	167,283.91
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	850,000.00	AA+	Aaa	09/04/24	09/05/24	851,759.77	3.58	10,469.44	851,657.09	822,906.25
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	1,575,000.00	AA+	Aaa	10/01/24	10/02/24	1,573,031.25	3.53	14,084.13	1,573,123.35	1,515,260.25
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	175,000.00	AA+	Aaa	11/14/24	11/15/24	173,701.17	4.29	1,236.36	173,732.60	172,962.83
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	275,000.00	AA+	Aaa	11/01/24	11/04/24	274,323.24	4.18	1,942.85	274,343.75	271,798.73
US TREASURY N/B DTD 12/02/2024 4.125% 11/30/2029	91282CMA6	290,000.00	AA+	Aaa	12/05/24	12/06/24	290,521.09	4.08	1,051.65	290,515.34	286,669.64
Security Type Sub-Total		**19,705,000.00**					**18,896,230.26**	**2.92**	**88,762.70**	**19,304,254.83**	**18,845,761.93**
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa2	09/03/20	09/16/20	40,282.80	1.11	251.60	40,029.51	39,332.80
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa2	09/03/20	09/16/20	110,000.00	1.26	691.90	110,000.00	108,165.20

pfm asset management

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For the Month Ending **December 31, 2024**

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
Municipal Bond / Note											
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	209.40	40,000.00	38,731.32
Security Type Sub-Total		**190,000.00**					**190,282.80**	**1.18**	**1,152.90**	**190,029.51**	**186,229.32**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	234,006.84	AA+	Aaa	05/19/23	05/24/23	226,803.81	4.29	652.68	230,099.72	228,393.95
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	347,342.58	350,133.48
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	197,637.02	199,014.00
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	306,586.77	309,442.88
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	310,344.28	AA+	Aaa	09/20/23	09/28/23	305,474.06	5.19	1,241.38	306,636.46	310,839.90
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	167,876.93	AA+	Aaa	09/07/23	09/14/23	165,366.34	5.01	650.52	165,999.47	167,779.06
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	272,164.94	AA+	Aaa	07/19/23	07/27/23	272,158.12	4.78	1,083.44	272,160.10	271,378.92
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,293.30	325,740.03
FNA 2023-M6 A2 DTD 07/01/2023 4.181% 07/01/2028	3136BODE6	329,661.27	AA+	Aaa	07/18/23	07/31/23	324,072.48	4.58	1,148.64	325,661.26	323,138.26
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	178,715.50	AA+	Aaa	09/19/23	09/28/23	178,714.60	5.27	785.16	178,714.90	180,337.52
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	336,167.72	339,262.88

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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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	339,123.73	344,899.61
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	253,379.12	261,014.00
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,862.44	335,651.24
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,689.16	136,465.02
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,562.11	190,613.13
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,325.70	176,510.60
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,606.27	194,768.15
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,623.30	193,631.69
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,156.70	250,789.35
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	312,791.21	311,620.94
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	347,720.26	347,159.38
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	348,661.46	348,887.94
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,705.96	197,912.33
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,663.61	289,405.21

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For the Month Ending **December 31, 2024**

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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	340,177.82
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,744.00	311,902.29
FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6	350,000.00	AA+	Aaa	11/19/24	11/27/24	351,822.45	4.67	1,397.67	351,818.87	350,096.95
Security Type Sub-Total		**7,592,769.76**					**7,544,415.81**	**4.84**	**29,348.85**	**7,568,733.20**	**7,586,966.53**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	137.50	199,950.70	197,186.80
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	13,837.50	999,912.05	998,403.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	290.94	284,875.00	277,164.78
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	138.75	184,887.10	179,220.42
Security Type Sub-Total		**1,670,000.00**					**1,667,479.85**	**2.69**	**14,404.69**	**1,669,624.85**	**1,651,975.00**
Corporate Note											
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	520.00	79,987.99	79,678.24
GOLDMAN SACHS GROUP INC (CALLABLE) 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	548.44	135,558.33	134,506.17
BRISTOL-MYERS SQUIBB CO (CALLABLE) 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	72.00	71,858.57	69,747.91
BANK OF AMERICA CORP (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	1,840.52	220,000.00	219,176.10

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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
Corporate Note											
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	3,572.71	174,147.00	177,303.00
TARGET CORP (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	224.79	24,982.58	23,781.75
TARGET CORP (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	1,123.96	124,968.63	118,908.75
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	Aa3	01/26/22	01/28/22	200,644.00	1.98	1,765.28	200,260.01	190,434.40
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	Aa3	08/02/22	08/04/22	280,158.00	3.66	2,647.92	290,829.84	285,651.60
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	3,225.00	346,027.59	343,572.84
JPMORGAN CHASE & CO (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	786.37	247,849.49	249,566.20
HOME DEPOT INC (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	2,912.78	338,476.05	335,318.90
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A	A1	09/14/23	09/18/23	114,296.25	5.13	1,299.55	117,401.41	120,261.88
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A	A1	08/08/24	08/09/24	51,033.50	4.95	533.89	50,890.75	50,853.75
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A	A1	06/03/24	06/04/24	110,733.70	5.38	1,174.55	110,596.03	111,878.25
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	2,640.69	114,878.82	116,110.90
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	3,099.94	136,298.71	136,304.10
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	1,764.58	109,854.14	111,560.35

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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
Corporate Note											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	1,705.44	116,915.64	118,579.38
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	5,931.96	400,000.00	412,450.00
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	Aa3	08/14/24	08/20/24	165,000.00	4.53	2,719.89	165,000.00	163,135.83
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	419.08	29,953.64	30,026.61
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	4,889.31	348,591.84	350,310.45
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	737.50	277,869.61	279,934.80
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	3,382.50	164,765.91	164,668.35
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	448.68	24,952.86	24,704.13
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	987.10	54,941.46	54,349.08
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	1,076.83	59,771.05	59,289.90
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	959.00	59,877.88	58,830.66
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	3,196.67	200,272.20	196,102.20
Security Type Sub-Total		**4,872,000.00**					**4,762,148.88**	**4.25**	**56,206.93**	**4,797,778.03**	**4,786,996.48**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY 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	7,521.22	325,000.00	331,311.50

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2024**

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
Certificate of Deposit											
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**7,521.22**	**325,000.00**	**331,311.50**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.45	1,739.11	325,521.02	329,531.15
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.45**	**1,739.11**	**325,521.02**	**329,531.15**
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	4,881.25	AAA	Aaa	09/21/21	09/27/21	4,880.87	0.43	0.93	4,881.16	4,865.37
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	3,657.29	AAA	NR	11/09/21	11/17/21	3,656.47	0.75	1.20	3,657.04	3,642.63
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	420.03	214,969.08	217,142.26
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	64,989.63	65,507.39
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,994.68	65,952.84
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	577.58	234,989.40	237,577.48
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,942.75	273,161.97
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.24	639.22	274,868.75	278,499.65
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,990.27	96,396.88
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,987.35	121,155.72

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2024**

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
Asset-Backed Security											
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,994.21	35,178.78
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.60	623.56	304,961.82	305,764.63
Security Type Sub-Total		**1,688,538.55**					**1,688,287.50**	**5.15**	**3,761.07**	**1,688,226.14**	**1,704,845.60**
Managed Account Sub-Total		**36,368,308.30**					**35,399,530.85**	**3.64**	**202,897.47**	**35,869,167.58**	**35,423,617.51**
Securities Sub-Total		**$36,368,308.30**					**$35,399,530.85**	**3.64%**	**$202,897.47**	**$35,869,167.58**	**$35,423,617.51**
Accrued Interest											**$202,897.47**
Total Investments											**$35,626,514.98**

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121806	2/26/2025	56183	BOJORQUEZ, LUZ	Ref000249463	2/16/2025	UB Refund Cst #00052551	59.59	59.59
121807	2/26/2025	56182	DOMINGUEZ, DANIELA	Ref000249462	2/16/2025	UB Refund Cst #00051798	13.75	13.75
121808	2/26/2025	56184	GUILLEN, JOSE	Ref000249464	2/16/2025	UB Refund Cst #00053028	92.56	92.56
121809	2/26/2025	56186	HUDSON HOMES MANAGEME	Ref000249466	2/16/2025	UB Refund Cst #00058660	78.59	78.59
121810	2/26/2025	56187	JACOBSSON ENGINEERING	Ref000249467	2/16/2025	UB Refund Cst #00058815	738.58	738.58
121811	2/26/2025	56179	OCAMPO, DORA	Ref000249459	2/16/2025	UB Refund Cst #00003875	28.42	28.42
121812	2/26/2025	56168	PULTE GROUP CO, LLC	Ref000249468	2/16/2025	UB Refund Cst #00058856	28.81	28.81
121813	2/26/2025	56169	PULTE GROUP CO, LLC	Ref000249470	2/16/2025	UB Refund Cst #00058861	36.18	36.18
121814	2/26/2025	56171	PULTE GROUP CO, LLC	Ref000249471	2/16/2025	UB Refund Cst #00058876	73.68	73.68
121815	2/26/2025	56185	PULTE GROUP CO, LLC	Ref000249465	2/16/2025	UB Refund Cst #00057386	60.02	60.02
121816	2/26/2025	56188	PULTE GROUP CO, LLC	Ref000249469	2/16/2025	UB Refund Cst #00058858	65.06	65.06
121817	2/26/2025	56189	PULTE GROUP CO, LLC	Ref000249472	2/16/2025	UB Refund Cst #00058966	35.34	35.34
121818	2/26/2025	56190	PULTE GROUP CO, LLC	Ref000249473	2/16/2025	UB Refund Cst #00058970	60.75	60.75
121819	2/26/2025	56181	TORRES, LUPITA	Ref000249461	2/16/2025	UB Refund Cst #00051029	250.60	250.60
121820	2/26/2025	56180	WYRICK, JAMES	Ref000249460	2/16/2025	UB Refund Cst #00037815	46.84	46.84
						Sub total for WELLS FARGO BANK:		1,668.77

15 checks in this report.

Grand Total All Checks: 1,668.77

Date: **February 26, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2632	2/26/2025	54859	AMAZON CAPITAL SERVICES,	1X7D-49WR-3VI	12/28/2024	LASERCRAFTING OFFICE DE	30.05	
				13MK-PVQ1-7N(	1/27/2025	ANKER USB C CAR CHARGEI	810.98	
				16G3-HG9K-DFI	2/4/2025	27IN COMPUTER PRIVACY S(	129.36	
				17QP-GCHK-4W	2/3/2025	LOGITECH MK345 WIRELESS	182.01	
				199D-W7R7-43H	1/30/2025	TRIPP LITE 8-PORT CAT5 1U	1,459.70	2,612.10
2633	2/26/2025	45929	BECK OIL, INC.	150777	1/23/2025	SHELL AW HYD S2 68	67.32	
				152081	1/31/2025	PE1/31 GRAFFITI DEPT FUEL	245.53	312.85
2634	2/26/2025	43462	BEST BEST & KRIEGER, LLP	1018554	1/31/2025	PE12/31, #80237, GENERAL R	36,801.35	
				1018556	1/31/2025	PE12/31, #80237.00445, DESE	2,366.30	
				1018558	1/31/2025	PE12/31, #80237.00500, PRA F	7,215.00	
				1018559	1/31/2025	PE12/31, #80237.00810, LABO	415.60	
				1018560	1/31/2025	PE12/31, #80237.00851, GLEN	5,242.65	
				1018561	1/31/2025	PE12/31, #80237.00854, EMPL	1,324.00	
				1018577	1/31/2025	PE12/31, #80237.00857, RENE	8,297.40	
				1018578	1/31/2025	PE12/31, #80237.00866, KPC S	283.50	
				1018579	1/31/2025	PE12/31, #80237.00867, ADU (	1,191.60	
				1018580	1/31/2025	PE12/31, #80237.00869, AFFO	12,085.80	
				1018581	1/31/2025	PE12/31, #80237.00872, SUCC	728.20	
				1018582	1/31/2025	PE12/31, #80237.00877, LA EN	11,313.90	
				1018583	1/31/2025	PE12/31, #80237.00883, AIRP(	1,560.60	
				1018584	1/31/2025	PE12/31, #80237.00885, LAFC	132.40	88,958.30
2635	2/26/2025	49858	CV PIPELINE CORP.	S3611	1/27/2025	1/24 HYDRO-WASH @ DIST 3	3,065.00	
				S3597	1/7/2025	EMERGENCY CALL OUT @ TI	1,735.00	
				S3608	1/23/2025	1/22 VIDEO PIPE INSPECTION	945.00	5,745.00
2636	2/26/2025	44036	DE LAGE LANDEN PUBLIC	83542820	2/10/2025	ACC #1338330, COLOR COPIE	216.41	216.41
2637	2/26/2025	43672	DESERT VALLEY SERVICES IN	658516	1/23/2025	GLOVES	118.54	
				658811	1/27/2025	CLEANER M/P LAVENDER XC	53.38	
				659147	1/30/2025	TOWEL ROLL, DISP ROLL TO	1,363.81	1,535.73
2638	2/26/2025	55908	GALLAGHER BENEFIT SERVI(	2024037135	10/11/2024	UTILITY OPERATIONS COMPI	12,220.00	12,220.00
2639	2/26/2025	49100	GOLDMAN, RONALD A.	Jan2025	1/31/2025	JAN2025 SVCS: KPC & LA EN	1,552.00	1,552.00
2640	2/26/2025	00207	GRAINGER INC	9385699856	1/27/2025	DOCK CHAIN BARRIER BOLL	431.28	431.28
2641	2/26/2025	51892	HERC RENTALS, INC.	35232857-001	1/24/2025	1/16-24 SCISSOR LIFT RNTL	690.43	690.43
2642	2/26/2025	00996	HOME DEPOT	4172913	1/27/2025	CANVAS DROP CLOTH, MAK	309.15	309.15
2643	2/26/2025	52802	RED WING BUSINESS ADVAN	2025020600343	2/6/2025	2/3 EMPLOYEE WORK BOOTS	153.80	153.80

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2644	2/26/2025	55651	SEEK PERSONNEL STAFFING	002020	1/19/2025	WE 1/19: ESPINO+GALINDO	2,750.80	
				002027	1/31/2025	WE 1/26: A. ESPINO	1,048.80	
				002028	1/31/2025	WE 1/26: J. GALINDO	1,214.40	
				002029	1/31/2025	WE 1/26: R. GUTIERREZ	1,398.40	6,412.40
2645	2/26/2025	45665	TRIMAX SYSTEMS LLC	1112	1/14/2025	1/14 SVC CST BLOWERS, ET(	1,025.00	1,025.00
2646	2/26/2025	48436	UNIVAR SOLUTIONS USA INC.	52691589	1/8/2025	SODIUM HYPOCHLORITE	10,541.32	10,541.32
2647	2/26/2025	50229	URBAN HABITAT	INV-00031	1/31/2025	PE1/31 AVE 50 ST & MEDIAN I	313,338.74	313,338.74
2648	2/26/2025	54400	US BANK	7483827	9/25/2024	COACHELLA FIN AUTH LEASI	3,000.00	
				7520174	10/25/2024	COA SAN DISTRICT CUSTOD	1,000.00	
				7520179	10/25/2024	RDVLPMNT AGENCY SUBORI	2,120.00	6,120.00
2649	2/26/2025	55817	VESTIS SERVICES, LLC	JAN2025	1/31/2025	PE1/31, CUST #792282344/45,	3,732.97	
				JAN2025 CC	1/31/2025	PE1/31, CUST #792567364, M/	753.84	
				JAN2025 SAN	1/31/2025	PE1/31, CUST #792282347, UI	1,034.00	5,520.81
2650	2/26/2025	50629	VINTAGE ASSOCIATES, INC	235505	1/15/2025	JAN2025 LNDSCPE MAINT @	12,700.00	
				235506	1/15/2025	JAN2025 LNDSCPE MAINT @	5,247.00	
				235508	1/15/2025	JAN2025 LNDSCPE MAINT @	5,300.00	
				235510	1/15/2025	JAN2025 LNDSCPE MAINT @	10,135.00	
				235511	1/15/2025	JAN2025 LNDSCPE MAINT @	5,050.00	38,432.00
2651	2/26/2025	51697	WESTERN WATER WORKS SI	1410885-00	1/17/2025	FULL CIRCLE REDI-CLAMP	439.24	
				1410976-00	1/17/2025	2-1/2 DI HYD 6H DI CAPS 1-1/	4,306.71	
				1411006-00	1/21/2025	SS BOLT W/ BLUE NUT SET	381.93	
				1411007-01	1/21/2025	TOP BOLT FLANGE CPLG ADI	355.62	5,483.50
2652	2/26/2025	53800	WILMINGTON TRUST N. A.	030125	2/4/2025	CFD 2018-1 SPEC TAX FD	132,849.42	132,849.42
2653	2/26/2025	53596	XTREME HEATING AND AIR	2656	12/28/2024	RE-DUCT OFFICES @ CIVIC (	1,520.00	1,520.00
2654	2/26/2025	54719	YUNEX LLC	5610004117	1/20/2025	DEC2024 TRAFFIC SIGNAL C/	7,086.50	
				90003574	1/21/2025	DEC2024 TRAFFIC SIGNAL M.	2,045.25	9,131.75
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		645,111.99

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121821	2/26/2025	55541	ALL DOOR TECH	2765	1/25/2025	1/17 SVC CALL- CIVIC CENTE	863.05	
				2767	1/28/2025	1/21 SVC CALL- FIRE STATIOI	750.00	1,613.05
121822	2/26/2025	51894	ALPHA MEDIA LLC	1071550-1	11/30/2024	11/25-30 AD SPOT: TREE LIGI	420.00	420.00
121823	2/26/2025	48669	AUTOZONE	05552061931	12/6/2024	HEAVY DUTY TRAILER COUP	116.01	116.01
121824	2/26/2025	50977	BRISAS AIR CONDITIONING IN	20256271	1/29/2025	SVC'D A/C UNITS (HEAT MOD	403.50	
				20256272	1/29/2025	SVC'D WINDOW UNIT/MINI SI	240.00	
				20256273	1/29/2025	SVC'D A/C UNITS (HEAT MOD	1,275.00	
				20256274	1/29/2025	SVC'D A/C UNITS (HEAT MOD	574.50	
				20256275	1/29/2025	SVC'D A/C UNITS (HEAT MOD	304.50	
				20256276	1/29/2025	SVC'D WINDOW UNITS @ 15:	240.00	
				20256277	1/29/2025	SVC'D A/C UNITS (HEAT MOD	327.00	
				20256278	1/29/2025	SVC'D A/C UNIT (HEAT MODE	147.00	
				20256279	1/29/2025	SVC'D A/C UNITS (HEAT MOD	1,457.00	
				20256280	1/29/2025	SVC'D A/C UNITS (HEAT MOD	589.50	
				20256281	1/29/2025	SVC'D A/C UNITS (HEAT MOD	284.00	
				20256282	1/29/2025	SVC'D A/C UNITS (HEAT MOD	204.00	
				20256283	1/29/2025	SVC'D A/C UNITS (HEAT MOD	230.50	
				20256284	1/29/2025	SVC'D A/C UNIT @ COFEM	100.00	6,376.50
121825	2/26/2025	55591	CICCS TRUST	2025-02	2/7/2025	FEB2025 CICCS TRUST EAP	177.30	177.30
121826	2/26/2025	00981	CMRTA	3879	12/1/2024	2025 MBRSHP RNWL: CESAR	150.00	150.00
121827	2/26/2025	53220	COACHELLA ACE HARDWARE	8393/1	1/14/2025	TANK SPRAYER ORTHO & ME	97.85	
				8406/1	1/16/2025	SWITCH RCKR SGL POLE WH	7.59	
				8424/1	1/21/2025	STUD SENSOR I65 ONESTEP	50.00	
				8441/1	1/24/2025	CLOROX CLNR BLCH, GLASS	27.14	
				8457/1	1/27/2025	ELEC BOX ST SQR, BOX COV	26.38	
				8462/1	1/28/2025	CLEANR WOOD CONC GAL	39.14	
				8464/1	1/28/2025	ADHESIVE CAULK WHT	5.36	
				8469/1	1/29/2025	SHELF SUPPRT, PAINTERS T.	41.28	
				8352/1	1/6/2025	FENDER WASH & HX LAG SC	46.74	
				8392/1	1/14/2025	SCREW SQ CS	11.41	352.89
121828	2/26/2025	44959	COMPUTER CONSULTANTS, I	39382	1/14/2025	INSTLL'D CAT6 DATA CBLS @	1,668.56	
				39410	2/2/2025	1/7+10+22 CITY HALL PHONE	630.50	2,299.06
121829	2/26/2025	54137	CONSERVE LANDCARE LLC	380105	8/30/2024	RPR'D 3/4 LINE, ETC @ DIST	8,828.93	
				426518	1/10/2025	RLCT'D IRRGTN PIPES @ DIS	203.02	9,031.95
121830	2/26/2025	52279	COUNTY OF RIVERSIDE	24-25Q2	1/9/2025	OCT-DEC2024 EMERGENCY S	40,000.00	40,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121831	2/26/2025	09650	CVAG	CV25258-25	2/6/2025	JL23-JN24 AV48 WIDENING (\	141,561.92	141,561.92
121832	2/26/2025	09950	CVWD	Deposit	2/4/2025	RIGHT-OF-WAY DEPOSIT- AV	2,500.00	2,500.00
121833	2/26/2025	50103	D&H WATER SYSTEMS	I2025-0019	1/9/2025	K IODIDE & TUBE UNIT	1,482.88	1,482.88
121834	2/26/2025	54602	DE FRANCISCO SHEK, ANDRI	25004	2/9/2025	RESIZED AD & BILLBOARD DI	300.00	300.00
121835	2/26/2025	42761	DEPT OF ENVIRONMENTAL H	IN1033071	2/1/2025	ID #FA0016786, HMBP-LVL III I	1,881.00	1,881.00
121836	2/26/2025	01089	DESERT ELECTRIC SUPPLY	S3266679.002	1/14/2025	HIGH OUTPUT, 10' LEADER C	556.68	
				S3266684.002	1/14/2025	HIGH OUTPUT, 10' LEADER C	556.68	
				S3266688.002	1/14/2025	HIGH OUTPUT, 10' LEADER C	556.68	
				S3270272.001	1/6/2025	KSTN KT-WPLED20-S1-8CSB-	134.92	
				S3271317.001	1/9/2025	ERC 4G16 5/8 FIX SUPP TWS	198.91	2,003.87
121837	2/26/2025	13300	DESERT FIRE EXTINGUISHER	12489265	1/17/2025	FIRE SUPPRESSION SYSTEM	238.51	
				12489266	1/17/2025	FIRE SUPPRESSION SYSTEM	234.16	
				12489270	1/17/2025	FIRE SUPPRESSION SYSTEM	192.84	
				264633	2/6/2025	FIRE EXTINGUISHERS	396.30	1,061.81
121838	2/26/2025	47952	DESERT LIVE SCAN	4517	1/28/2025	JAN2025 FINGERPRINT SVCS	75.00	75.00
121839	2/26/2025	53007	DESERT PROMOTIONAL &	100448	9/20/2024	SHIPPING CHRGS (INV 10044	217.50	
				100449	9/20/2024	32OZ ECOPATRIOT RECYCLE	357.79	
				101034	10/21/2024	BLK CANVAS PORTFOLIO W/	2,384.07	
				101789	12/5/2024	JACKET W/ EMBROIDERY	48.94	
				102359	1/14/2025	POLOS+SHIRTS W/ EMBROIL	178.78	3,187.08
121840	2/26/2025	54644	DIGITAL PALM SPRINGS	784531-1	1/31/2025	1/1-31 SOCIAL MEDIA ADS: TE	2,000.00	2,000.00
121841	2/26/2025	42442	DIRECTV	018084532X250	1/26/2025	12/25-2/24 SVC FEE @ 53990	178.10	178.10
121842	2/26/2025	54233	DJ2A ENTERTAINMENT	654	12/19/2024	3/8 DJ @ DAY OF THE YOUNC	595.00	595.00
121843	2/26/2025	14860	E. K. WOOD LUMBER COMPAI	519213	1/15/2025	NYL ROPE & 20OZ EPOXY AD	429.37	
				519299	1/22/2025	3/8" HEX NUT & MACHINE BO	52.04	
				519304	1/22/2025	MACHINE BOLTS & 3/8" HEX I	73.81	555.22
121844	2/26/2025	49635	EISENHOWER MEDICAL CEN	Dec 2024	1/16/2025	AC #700000133, DEC2024 SV(	800.00	800.00
121845	2/26/2025	48977	EVERON, LLC	157620868	1/2/2025	FB-AP2025 ALARM/EXT SVC I	513.30	
				157620869	1/2/2025	FEB2025 ALARM/EXT SVC PL	1,414.03	
				157620870	1/2/2025	FB-AP2025 ALARM/EXT SVC I	741.68	
				157620871	1/2/2025	FB-AP2025 ALARM/EXT SVC I	275.65	
				157620872	1/2/2025	FEB2025 CELL/EXT SVC PLN,	38.11	
				157620873	1/2/2025	FB-AP2025 ALARM/EXT SVC I	213.67	
				157654433	1/6/2025	TRIP CHRG @ WELL #12	75.00	3,271.44
121846	2/26/2025	02272	FRANKLIN TRUCK PARTS, INC	IN364266	1/15/2025	MUD FLAP	40.74	40.74

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121847	2/26/2025	55714	FROSTY SNACK BAR	00000109	2/7/2025	3/8 FRUIT POPSICLES @ DAY	1,850.00	1,850.00
121848	2/26/2025	55660	GANNETT CALIFORNIA LOCAI	0006939317	1/31/2025	JAN2025 PUBLISHED AD	401.18	401.18
121849	2/26/2025	51494	GARDA CL WEST, INC.	10807703	2/1/2025	FEB2025 ARMORED TRANSP	1,378.15	1,378.15
121850	2/26/2025	20450	IMPERIAL IRRIGATION DISTRI	MdDC-MdJA	1/17/2025	MID DECEMBER-MID JANUAF	55,711.04	
				50035560-JA25	2/3/2025	AC50035560, 12/31-1/29, ST L	30,395.77	
				50434217-JA25	1/31/2025	AC50434217, 12/31-1/29	95.98	
				50459795-JA25	1/31/2025	AC50459795, 12/31-1/29	86.85	
				50459796-JA25	1/31/2025	AC50459796, 12/31-1/29	101.71	
				50459819-JA25	1/31/2025	AC50459819, 12/31-1/29	50.13	
				50487676-JA25	2/7/2025	AC50487676, 1/6-2/4, LIFT STA	21.73	
				50509172-JA25	2/7/2025	AC50509172, 1/7-2/4, CORP Y/	1,506.16	
				50522793-JA25	1/31/2025	AC50522793, 12/31-1/29, SCAI	71.98	
				50705544-JA25	2/7/2025	AC50705544, 1/7-2/4, PERMIT	224.62	88,265.97
121851	2/26/2025	45757	IMPERIAL IRRIGATION DISTRI	4036142	10/7/2024	ENG FEE- AVE 50 ST WIDENI	5,000.00	5,000.00
121852	2/26/2025	45108	IMPERIAL SPRINKLER SUPPL	0019018278-001	1/23/2025	IPS PVC CEMENT, PVC CONI	115.98	
				0019022984-001	1/13/2025	TURF ROYALE PRILLED YN 5	2,464.62	
				0019052536-001	1/15/2025	HUNTER MP ROTATOR, ETC	244.73	
				0019057124-001	1/16/2025	SUPER THRIVE VITAMIN SUP	137.64	
				0019112133-001	1/22/2025	TOOL RED METAL GAS CAN \	178.33	
				0019126986-001	1/23/2025	RB PE-PLASTIC VALVE	103.97	3,245.27
121853	2/26/2025	53801	INFOSEND, INC.	280042	1/31/2025	DEC-JAN2025 UTILITY BILLIN	5,460.96	
				280910	2/7/2025	BROADBAND SURVEY INSER	688.76	6,149.72
121854	2/26/2025	44047	KONICA MINOLTA BUSINESS	9010295092	1/29/2025	BIZHUB 282, FIRE DEPT, 12/2	21.08	21.08
121855	2/26/2025	45051	LAMAR OF PALM SPRINGS	116711343	1/20/2025	1/20-2/16 POSTER ADVERTIS	845.45	
				116711346	1/20/2025	1/20-2/16 POSTER ADVERTIS	1,273.00	
				116711347	1/20/2025	1/20 INSTLL'D POSTER FLEX	150.00	2,268.45
121856	2/26/2025	45257	LIEBERT CASSIDY WHITMORI	284702	12/31/2024	PE12/31: #CO015-00009	28,539.65	
				284703	12/31/2024	PE12/31: #CO015-00010	1,731.50	30,271.15
121857	2/26/2025	24600	LOPES HARDWARE	0001120	1/21/2025	GORILLA TAPE, PADLOCK, KE	292.60	
				0001185	1/15/2025	2001 LOCKS, SPRAY PAINT, E	500.97	
				0001286	1/21/2025	EXTENSION	19.55	813.12
121858	2/26/2025	49857	MANPOWER US INC.	39235296	2/2/2025	WE 2/2: A. GONZALES	1,568.64	1,568.64
121859	2/26/2025	55020	MARTIN MARIETTA MATERIAL	44886965	1/24/2025	TACK 5GAL BUCKET	258.60	258.60
121860	2/26/2025	53262	MOBILE ZOO OF SOUTHERN	2024-0628	12/11/2024	3/8+16 COOL CRITTERS/BARI	1,648.00	1,648.00
121861	2/26/2025	53105	NATIONAL MAIN STREET CEN	8085	1/31/2025	2025 CA MAIN ST MBRSHP	1,675.00	1,675.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121862	2/26/2025	42224	NUNEZ, JOSE	Reimb	1/29/2025	DEC2024 DOT PHYSICAL REI	100.00	100.00
121863	2/26/2025	49099	OTIS ELEVATOR COMPANY	100401818912	1/13/2025	FB-JL2025 MAINT SVCS: COR	1,923.90	1,923.90
121864	2/26/2025	51847	PARTY TIME RENTALS	70	2/18/2025	3/8 SLIDE RNTLS @ DAY OF T	1,400.00	
				75	2/18/2025	2/13 TABLE & CHAIR RNTLS	438.00	1,838.00
121865	2/26/2025	42759	PROPER SOLUTIONS, INC.	16791	1/24/2025	WE 1/24: L. SERRATO	1,040.50	
				16792	1/24/2025	WE 1/24: G. AHUMADA	1,151.70	
				16816	1/31/2025	WE 1/31: L. SERRATO	1,664.80	
				16817	1/31/2025	WE 1/31: G. AHUMADA	1,535.60	5,392.60
121866	2/26/2025	42443	RDO EQUIPMENT CO.	P1263345	1/17/2025	FUEL INJECTION PUMP	2,648.66	2,648.66
121867	2/26/2025	54500	RELIABLE TRANSLATIONS CC	29420	11/15/2024	11/15 DOCUMENT TRANSLAT	90.20	
				29461	11/20/2024	11/20 PLANNING COMM MTG	196.00	286.20
121868	2/26/2025	55272	SALAS, LAWRENCE Y.	Jan2025	2/3/2025	JAN2025 CITIZENSHIP CLASS	870.00	870.00
121869	2/26/2025	55682	SALCIDO, SANDRA E.	5169	1/31/2025	DEC2024-JAN2025 ZUMBA CL	780.00	780.00
121870	2/26/2025	55659	STAPLES	1HHC-6D31-6C(	2/6/2025	SOUTHWORTH 100% COTTO	92.66	
				6022332874	1/25/2025	TR ACCESSORIES HOLDER M	99.18	
				6022332880	1/25/2025	STAPLES 8.5X11 COPY CS, E	79.07	270.91
121871	2/26/2025	02207	STATE BOARD OF EQUALIZAT	S&UT-2024	2/6/2025	2024 SALES & USE TAX: ACC	1,586.00	1,586.00
121872	2/26/2025	56136	STRATEGIC ENERGY EXPERT	13014	2/4/2025	JAN2025 CITY MUNICIPAL UT	1,300.00	1,300.00
121873	2/26/2025	00102	SUNLINE TRANSIT AGENCY	INV08436	12/20/2024	SUNLINE TRANSIT HUB PALM	13,174.10	13,174.10
121874	2/26/2025	53044	SUPER BIRTHDAY, INC.	31090	8/27/2024	3/8 MINI EXPRESS TRAIN @ D	1,425.00	1,425.00
121875	2/26/2025	54550	TBU INC.	50887	1/7/2025	CONCRETE PAVING, ETC @ S	2,075.50	
				50905	1/15/2025	WTR LEAK RPR @ 49128 VAL	3,656.65	
				50906	1/15/2025	WTR LEAK RPR @ 1619 9TH S	6,246.35	11,978.50
121876	2/26/2025	54460	THE CHRISTMAS KINGS	24-1347	12/19/2024	HOLIDAY LIGHTING AND DEC	50,000.00	50,000.00
121877	2/26/2025	54814	THE CLOWN FAMILY ENTERT/	082316	2/18/2025	3/8 FACE PAINTING, ETC @ D	1,400.00	1,400.00
121878	2/26/2025	54651	THE REINALT-THOMAS CORP	1213422	1/21/2025	INSTLL'D TIRES ON 2007 HON	381.78	381.78
121879	2/26/2025	52237	THE WORKS FLOOR & WALL	6649-1	1/24/2025	INSTLL'D PLAQUE @ VETERA	542.51	542.51
121880	2/26/2025	38250	TOPS N BARRICADES	1111547	1/16/2025	HARD HAT NAPE PRO MSH, E	22.57	
				1111553	1/16/2025	18" VINYL FLAGS	51.66	
				1111557	1/16/2025	1/3-15 CHNGBLE MSG SIGN F	3,870.00	3,944.23
121881	2/26/2025	56123	TOWMEDIC TRANSPORT	24-14938	1/14/2025	12/2 TOWING: 51335 HARRIS(	195.00	195.00
121882	2/26/2025	45053	TYLER TECHNOLOGIES, INC.	045-502152	1/22/2025	1/16 ERP MIGRATION	1,600.00	
				045-502964	1/29/2025	1/13+14 ERP MIGRATION	2,400.00	4,000.00
121883	2/26/2025	39640	VALLEY LOCK & SAFE	B314257	1/31/2025	CKR-USB CYBER KEYS	870.00	
				192259	2/4/2025	FEB2025/26 CYBERLOCK HOS	1,000.00	1,870.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121884	2/26/2025	44775	VISTA PAINT CORPORATION	2025-803229-00	2/6/2025	ACRIBOND FLAT WHITE	23.71	
				2025-803349-00	2/6/2025	COVERALL EXT FLAT WHITE-	793.90	
				2025-806068-00	2/10/2025	STRAINER W/ ELASTIC TOP,	353.15	1,170.76
121885	2/26/2025	01732	WAXIE SANITARY SUPPLY	82994167	1/23/2025	WAXIE SUPER GLOSS FLOOI	2,309.52	2,309.52
121886	2/26/2025	53200	WEST CALI PLUMBING	1801	1/22/2025	INSTLL'D WATER HEATER, E	950.00	950.00
121887	2/26/2025	49778	WEST COAST ARBORISTS, IN	224160	1/15/2025	1/1-15 TREE MAINT @ STREE	403.20	403.20
121888	2/26/2025	44203	WEST COAST SAND & GRAVE	797471	12/18/2024	FILL SAND	1,397.86	1,397.86
121889	2/26/2025	54464	WHITE CAP, L.P.	50029590339	12/19/2024	RED BANNERLINE ASPHALT	506.34	506.34
121890	2/26/2025	48971	XPRESS GRAPHICS & PRINTI	25-68161	1/31/2025	ARBOR DAY INVITATION	118.87	
				25-68248	2/4/2025	COACHELLA PARTNERSHIP I	131.36	
				25-68334	2/6/2025	BAGDOUMA PARK RIBBON C	53.64	303.87
						Sub total for WELLS FARGO BANK:		479,794.09

93 checks in this report.

Grand Total All Checks: 1,124,906.08

Date: **February 26, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates for an amount of $174,490 to provide design services for Rancho Las Flores Park Expansion – City Project P-31.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment #1 to the Professional Services Agreement with Albert A. Webb Associates for an amount of $174,490 to provide design services for Rancho Las Flores Park Expansion – City Project P-31.

BACKGROUND:

On September 8, 2021, the City of Coachella was awarded a Statewide Park Program grant in the amount of $8,454,600 for a new park. The City's original park site location was on Avenue 52 between La Ponderosa Drive and Hernandez Street for Central Park. After the award, Central Park was deemed ineligible for the grant funds due to eminent domain proceedings for a portion of the park land. City Staff worked cooperatively with Statewide Parks program staff to evaluate alternative park locations within the City that would qualify for the awarded grant. The expansion of Rancho Las Flores Park was eligible for the entire grant amount and the award was transferred for the expansion of Rancho Las Flores Park.

The project will include many new amenities and open spaces for all age groups including the City's first dog park, an amphitheater, splash pad, sports courts, playground equipment and fitness equipment. There will also be walking paths, open green space and a café building. The park will be complimented by landscaping and lighting throughout the park. The expansion will complete the remaining land at Rancho Las Flores Park.

DISCUSSION/ANALYSIS:

On July 26, 2023 City Council authorized an agreement with Albert A. Webb Associates for professional landscape architecture design services for Central Park. The change in project location added additional design services and time needed to complete the design. Rancho Las Flores Park Expansion is more than twice the area of Central Park and therefore requires additional design services as described in the request for contract amendment . City Staff recommends authorizing

amendment #1 for these additional landscape architecture design services for Rancho Las Flores Park Expansion.

FISCAL IMPACT:

Funding for these services will be reimbursed by Prop 68. No fiscal impact to FY 24/25 budget.

ATTACHMENTS:

1. Amendment No. 1 to the Professional Services Agreement
2. Amendment Proposal

2023-0196

February 7, 2025

Andrew Simmons
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

RE: Contract Amendment Request for expanded Landscape Architecture Design Services for Rancho Las Flores Park Expansion.

Dear Andrew,

Albert A. WEBB Associates (WEBB) is very excited to be part of the Rancho Las Flores Park Expansion. We feel this design has developed into a very unique opportunity for the community of Coachella.
Per our conversation after the City Council presentation on March 19, 2024, I had mentioned that we were reaching our budget limit as our fee was determined by the size of the original park site of 6.7 acres. You suggested we keep track of the overages, and once the project goes out to bid, we can provide a change order request for construction phase support. At this point in time, we have exceeded our original contract amount and would like to submit a contract amendment for the additional work. Due the addition of the Futsol court recently, we will keep those design change fees separate. Please see the attached for the current breakdown.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Jeff Hutchins, PLA
Manager, Landscape Architecture
951-248-4281
Jeff.hutchins@webbassociates.com

Section 1 Scope of Work

Albert A. WEBB Associates (WEBB) will perform the following Scope of Services for the project.

Additional Design Services

1.1 Scope of change (T&M)

We have exceeded our currently authorized budget for design services. The items listed below reflect the expansion of the original project scope due to an increase in site area and additional design tasks. These services have been completed above and beyond our original contract scope.

- **Site Expansion & Parking Lot Design**
  - Adjustments to accommodate the expanded site from 6.7 acres to 15.3 acres.
  - Design and layout of an additional parking lot along Ed Mitchell Drive.

- **Alternative Design Concept Development:**
  - Preparation of Desert-Scape Park design concept alternatives as requested by city council.
  - Development of project cost comparison for alternative design approaches.

- **City Council Presentation Preparation:**
  - Development of Rancho Las Flores Park Expansion city council presentation of materials.
  - Creation of 13 project renderings and 2 additional renderings for the Desert-Scape Park. This is 13 additional renderings above our scope of 2.

- **Planning Commission Presentation Preparation:**
  - Creation of Rancho Las Flores Park Expansion planning commission presentation.
  - Preparation of 4 additional interior renders for the café area.

1.2 Additional Percolation Testing

Additional authorization was required to continue with the following services.

- Hand excavation of the percolation tests.
- Perform percolation testing in accordance with Riverside Flood Control and Water Conservation District LID BMP Handbook.
- Perform lab testing to determine grain size distributions.
- Prepare a percolation test report of the work performed.

Section 2 Compensation for Services

As of 2/5/25, the work has exceeded our current budget by $102,842. We expect this amount to increase by approximately $42,000 as we attend to the 90% plan check comments and finish up the set. Currently, we have transferred our contracted fee amount of $45,718 for Construction Phase services to Design to help with this differential. We still anticipate the original estimate for Construction Phase Services once that starts. Below is a breakdown of the fees spent

Additional Services	
Site Expansion & Parking Lot Design spent	$64,792
City Council Presentation Preparation with additional renderings and desert design option	$20,000
Planning commission Presentation Preparation	$10,000
Additional Percolation Testing (Lump Sum)	$8050
Less transferred fee	-$47,718
Subtotal Additional Services	**$55,124**

Anticipated Services (T&M)	
Site Expansion & Parking Lot Design anticipated (10% of original fee)	$42,000
Construction Phase Services	$45,718
Subtotal	**$87,718**

Futsol Court change	
Tennis court redesign and landscape plan updates	$7,718
Engineering redesign	$23,930
Subtotal	**$31,648**

TOTAL	**$174,490**

This proposal and budget are valid for 60 days from date of proposal.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination of other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees in addition to the amounts shown above. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA AND ALBERT A. WEBB ASSOCIATES

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of February 26TH, 2025 by and between the City of Coachella ("City") and Albert A. Webb Associates. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** This Amendment is made with the respect to the following facts and purposes:

   a. On or about July 26th, 2023 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide engineering design, and other services for the Rancho Las Flores Park Expansion Project, P-31in the amount of $838,888.00.

   b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. **AMENDMENT.**

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the Rancho Las Flores Park Expansion, P-31 under this Amendment No. 1 referenced as EXHBIIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on February 26, 2025 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on June 30, 2026, unless extended by Agreement Amendment.

3.3 Allowable Costs and Payments. Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and incorporated herein by reference.

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 1 is in the amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Ninety Dollars and Zero Cents ($174,490.00).

The amended total compensation shall not exceed **One Million Thirteen Thousand Three Hundred Seventy-Eight Dollars and Zero Cents ($1,013,378.00)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.5 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.6 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

By:

_____

William B. Pattison Jr.
City Manager

ALBERT A. WEBB ASSOCIATES

By:

_____

Chief Operations Officer
Name

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

By:

_____

Chief Financial Officer
Name

Attest:

_____

Angela Zepeda
City Clerk

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment No. 4 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of $47,657 to provide grant writing services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment #4 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of $47,657 to provide grant writing services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

BACKGROUND:

The total cost to complete improvements for this project is an amount of $9,250,000, currently there is a reimbursement agreement between CVAG and The City of Coachella to provide funding with the regional share of 75% (CVAG) for an amount $6,937,500 of the total cost. The Project is among the Top 10 projects listed in the 2015 Transportation Project Prioritization Study (TPPS).

The City is the lead agency for this proposed work. The project will widen the existing street and construct concrete curb and gutter, and landscape median islands 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. Phase 1 of the Avenue 50 widening project will include Calhoun Street to Pavon Palma and Phase 2 of the project will be from Avenida De Oro to Cesar Chavez Street.

DISCUSSION/ANALYSIS:

On January 22, 2025, City Council approved an Amendment to the Professional Services Agreement for an amount of $34,945 to provide grant writing services. However, shortly after the approval of that amendment, and prior to the ratification of the Amendment, the Federal Administration made significant changes to the entire Raise grant procedures and policies. Due to this significant revision, the grant work had to be redone and revised to meet the current federal guidelines. This additional work resulted in the grant writing project to exceed the original estimated budget of $34,945. The revised Amendment No 4 budget for the completed grant writing operation totaled $47,657.

On October 9, 2019 City Council authorized an agreement with KOA Corporation for professional design services. The consultant has completed the environmental document and finalized project scope, which includes right-of-way acquisition. Phase 1 of the Avenue 50 widening project is currently under construction and phase 2 is in design. Due to increasing R/W costs the City is seeking additional funds to complete this project.

City Staff recommends authorizing the amendment for KOA to provide grant writing services for the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant. The Office of the Secretary (OST) posted the U.S Department of Transportation (DOT) FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program on November 1, 2024. The funding application is due at 11:59 pm EST on January 30, 2025.

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan and in executive orders. The FY 2025 RAISE BIL funds have appropriated $1.5 billion. The DOT will distribute these funds on a competitive basis in a manner consistent with the selection criteria.

FISCAL IMPACT:

Funding for these services will be reimbursed at the rate previously specified of 75% CVAG ($35,742.75), and 25% City ($11,914.25) from Measure A funds. No fiscal impact to FY 24/25 budget.

ATTACHMENTS:

1. Amendment No. 4 to the Professional Services Agreement
2. Amendment Proposal

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COACHELLA AND KOA CORPORATION Project ST-93

THIS FOURTH AMENDMENT (''Amendment") is made and entered into as of February 26, 2025 by and between the City of Coachella (''City'') and KOA Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:

   a. On or about October 9th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of $545,360 for project ST-93.

   b. On or about November 10th, 2021 the City and Consultant entered into that certain agreement entitled "First Amendment" between the City and Consultant in the amount of $71,680.

   c. On or about October 12, 2022 the City and Consultant entered into that certain agreement entitled "Second Amendment" between the City and Consultant in the amount of $16,344.

   d. On or about June 28, 2023 the City and Consultant entered into that certain agreement entitled "Third Amendment" between the City and Consultant in the amount of $46,640.00.

   e. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.1.2, Term, of the Agreement is hereby amended in its entirely to read as follows:

   3.1.2 Term. The term of this Agreement shall be from June 28, 2024 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

   Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirely to read as follows:

   "3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit ''A'' at the rates set forth in Exhibit ''B'' attached hereto and incorporated herein by

reference. The total compensation shall not exceed **Seven Hundred Twenty-Seven Thousand Six Hundred Eighty-One Dollars and Zero cents ($727,681.00)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

By:

_____

William B. Pattison Jr.
City Manager

KOA CORPORATION.

By:_____

Name
Chief Executive Officer/President

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

Attest:

By:

_____
Delia Granados
Deputy City Clerk

333 S. Anita Drive, Suite 800, Orange, CA 92868
T: (714) 573-0317 | F: (714) 573-9534 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO

A LOCHNER COMPANY

February 18, 2025

Jaime Arroyo
Grants Manager
City of Coachella
53462 Enterprise Way
Coachella, CA 92236

Request for Budget Addendum on Final Grant Writing Services through the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE)/BUILD Grant

Dear Mr. Arroyo:

KOA, A Lochner Company (KOA) respectfully requests the City of Coachella to consider providing a budget addendum to our existing contract. The contract was approved for $35,000, which is the combined total of the proposal submitted to prepare the draft RAISE/BUILD grant application ($24,753) and proposal addendum to produce the final application ($10,247). We request that an additional $12,657 in budget be added to the existing contract for the tasks mentioned in the following pages. If this addendum is approved, the total contract for services for the RAISE/BUILD grant application will be $47,657.

These additional tasks will help the City of Coachella provide a competitive grant application for the RAISE/BUILD grant program. Although these tasks were not included in the original scope of the approved contract, these were key tasks that were critical to finalizing the grant application.

Sincerely,

KOA | A Lochner Company

Michael Nilsson, AICP CTP

Principal, Director of Planning

ADDITIONAL SCOPE OF WORK TASKS

Revisions to the Final Grant Application due to the January 24, 2025, NOFO Amendment

The U.S. Department of Transportation (USDOT) released the Notice of Funding Opportunity (NOFO) amendment on Friday, January 24, 2025, approximately less than one week before the grant submission deadline. The updated RAISE grant program guidelines within the NOFO amendment (now referred to as the "BUILD" grant program) required extensive coordination and time from KOA staff to revise the entire grant application within a short timeframe.

Coordination with City Staff on Project Limits and Development of Updated Cost Estimates

Extensive coordination with City Staff was needed to discuss and clarify the project limits. As a result, new cost estimates needed to be developed to reflect the confirmed project limits as well as the proposed improvements mentioned within the grant application narrative. There was substantial time and effort required from KOA engineering staff to provide an updated and detailed cost estimate by the grant application submission deadline.

Development of Additional Exhibits and Graphics

As mentioned above, extensive coordination with City staff to confirm the project limits also led to the development of additional exhibits and graphics as part of the application submittal. These exhibits and graphics were created to reflect the proposed improvements outlined in the detailed cost estimates and within the grant application narrative.

A revised fee spreadsheet, which includes the above tasks and the total costs of services to prepare the RAISE/BUILD application is provided below.

City of Coachella Grant Writing Services: 2025 RAISE/BUILD Grant Application Hours & Fee by Task		Principal		Project Manager		Planner III		Planner II		Planner I		Grant Total	
Task No.	Task Name	$347		$263		$189		$168		$147			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Draft BCA and Draft Grant Application	4	$1,388	26	$6,838	31	$5,859	32	$5,376	36	$5,292	129	$24,753
2	Final BCA and Final Grant Application	4	$1,388	15	$3,945	11	$2,079	9	$1,512	9	$1,323	48	$10,247
3	Grant Application Task Augments (RAISE to BUILD)	3	$1,041	6	$1,578	6	$1,134	18	$3,024	40	$5,880	73	$12,657
	Total	**11**	**$3,817**	**47**	**$12,361**	**48**	**$9,072**	**59**	**$9,912**	**85**	**$12,495**	**250**	**$47,657**

AUTHORIZATION

The signature on the following page indicates acceptance of this addendum and authorization to proceed.

The person signing and executing this contract for Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. **By signing on the following page, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.**

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Utility Relocation and Reimbursement Agreement with Imperial Irrigation District (IID) to relocate IID facilities as a result of the Construction of a new Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Utility Relocation and Reimbursement Agreement with Imperial Irrigation District (IID) to relocate IID facilities as a result of the Construction of a new Bridge over Whitewater Channel at Avenue 50, City Project ST-69 , subject to reasonable and acceptable minor modifications by IID and as approval to form by City Attorney.

DISCUSSION/ANALYSIS:

The Avenue 50 Bridge Project improvements include realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realignment of Tyler Street. The project will also improve public safety and mobility by constructing a new bridge spanning over the Whitewater Channel, replacing the existing low water crossing and eliminating flood-related hazards during inclement weather events.

A Utility relocation and reimbursement agreement is required prior to the issuance of right-of-way certification from the Department of Transportation. As part of these improvements, existing IID utilities within the right-of-way are required to be relocated. IID has agreed to accommodate the City's project by undertaking the relocation of its facilities, provided the City reimburses IID for all of its cost. The total cost of this work is estimated to be $1,200,000.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. The cost associated with the Utility relocation and reimbursement agreement is included in the FY 24/25 CIP budget for the Avenue 50 Bridge Project, ST-69. The agreement will be covered by HBP funds ($1,062,360), CVAG ($103,230) and SB1 Fund 109 ($34,410).

ATTACHMENTS:

1. Utility Relocation and Reimbursement Agreement

UTILITY RELOCATION AND REIMBURSEMENT AGREEMENT

between the City of Coachella and the Imperial Irrigation District

County	Route	P.M.	Project #
RIVERSIDE	N/A	N/A	BR NBIL 536
Fed. Aid. No.	BR NBIL 536		
City's File No.	ST-69-IID-Transmission		
Owner's File			
FEDERAL PARTICIPATION:	On the Project:		Yes
	On the Utilities:		Yes

UTILITY AGREEMENT NO. **ST-69-IID-Transmission**

This Utility Relocation and Reimbursement Agreement ("the Agreement) is entered into as of the date the Agreement is fully executed ("the Effective Date") by and between the City of Coachella, acting by and through the Engineering Department, hereinafter called "CITY" proposes to construct the Avenue 50 Bridge over Coachella Valley Stormwater Channel Project in the Coachella, and Imperial Irrigation District, 81-600 Avenue 58 La Quinta, CA 92253, hereinafter called "OWNER," owns and maintains electrical facilities within the limits of the CITY's project which requires relocation to accommodate CITY's project. CITY and OWNER are collectively referred to herein as "the Parties" as Individually as "Party".)

It is hereby mutually agreed that:

Section I. Work to be Done

In accordance with Notice to Owner No. ST-69-IID-Transmission dated February 11, 2025, OWNER shall relocate existing electrical facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. 60147493 dated January 14, 2025, consisting of four (4) sheets, a copy of which is on file in the Office of the CITY at City of Coachella, City Hall at 53990 Enterprise Way, Coachella, CA 92236. Deviations from the OWNER's plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that the CITY will include the work of OWNER's future conduits installation in the bridge as part of the CITY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the CITY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by CITY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to CITY ownership of the replaced facilities.

Section II. Liability for Work

Existing facilities (transmission poles #T-17669, T-17670, T-17671, T-17672 and T-17674) are located in their present position pursuant to superior rights to those of the CITY and will be relocated at CITY's project expense.

Section III. Performance of Work

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in OWNER's estimate

of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, (delete or add services as established with the Utility Owner) are to be furnished by the Utility Owner and approved by the CITY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

Section IV. Payment for Work

The CITY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 360 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), CITY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by CITY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of $1,200,000. CITY agrees to advance to OWNER the sum of $458,000 to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of $458,000 will be deposited by the CITY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

It is further agreed that upon receipt of the monies agreed upon to be advanced by CITY herein, OWNER will deposit said monies in a separate interest-bearing account or trust fund in State or National Banks in California having the legal custody of said monies in accordance with and subject to the applicable provisions of Section 53630, et seq., of the Government Code, and all interest earned by said monies advanced by CITY and deposited as provided for above shall be credited to CITY.

Section V. General Conditions

All costs accrued by OWNER as a result of CITY's request of January 14, 2025 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The Buy America (BA) requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only

such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

CITY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by CITY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO CITY FOR THE ABOVE DESCRIBED WORK SHALL NOT EXCEED ONE MILLION TWO HUNDRED DOLLARS ($1,200,0000).

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY: **CITY OF COACHELLA**		OWNER: **IMPERIAL IRRIGATION DISTRICT**	
By: _____	_____ Date	By _____	_____ Date
City Manager		President. Board of Directors	
By: _____	_____ Date	By _____	_____ Date
City Attorney			
Attest: _____	_____ Date	By _____	_____ Date
Angela Zepeda City Clerk			

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Service Agreement between the County of Riverside and the City of Coachella for the 54th Avenue Slurry Seal Improvements, City Project ST-128.

STAFF RECOMMENDATION:

Authorize the City Manager to execute agreement between the County of Riverside and the City of Coachella and make the improvements described below for the 54th Avenue Slurry Seal Improvements, City Project ST-128.

BACKGROUND:

The City of Coachella Engineering Department has tentatively agreed to enter into a Cooperative Agreement, pending City Council approval, to slurry seal the existing asphalt surface on 54th Avenue which consists of the following segments: segment 1 is 54th Avenue from Harrison Street to 1080' E Harrison Street (approximately 1080 linear feet by 25 feet wide), segment 2 is 54th Avenue from 1080' E Harrison Street to 2770' E Harrison Street (approximately 1690 linear feet by 34 feet wide), Segment 3 is 54th Avenue from 2770' E Harrison Street to Tyler Street (approximately 2532 linear feet by 14 feet wide), segment 4 is 54th Avenue from Grapefruit Blvd. to 510' W Grapefruit Blvd. (approximately 510 linear feet by 12 feet wide) Segment 5 is 54th Avenue from 510' W Grapefruit Blvd. to 1860' W Grapefruit Blvd. (approximately 1350 linear feet by 37 feet wide) segment 6 is 54th Avenue from Tyler St to 1860' W Grapefruit Blvd. (approximately 1350 linear feet by 50 feet wide) in the Coachella area of Riverside County.

DISCUSSION/ANALYSIS:

County of Riverside will fully manage this project and has prepared plans and specifications that have been approved by the engineering department. The County will perform the work in accordance with City standard practices and in compliance with public contract law. The estimated cost to the City is $132,630.00, including contingency.

FISCAL IMPACT:

No fiscal impact to the General Fund. The Avenue 54 Slurry Seal Improvements Project, ST 128, was included in the City's approved CIP for FY 24/25. The contract amount of $132,630.00 will be funded with Measure A (Fund 117) and SB1 (Fund 109).

ATTACHMENTS:

1. Cooperative Agreement

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

54th AVENUE SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 20__, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Coachella, a municipal corporation, (hereinafter “CITY”) for slurry seal improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.

RECITALS

A. WHEREAS, CITY has determined to seal the existing asphalt surface on 54th Avenue which consists of the following segments: segment 1 is 54th Avenue from Harrison Street to 1080’ E Harrison Street (approximately 1080 linear feet by 25 feet wide), segment 2 is 54th Avenue from 1080’ E Harrison Street to 2770’ E Harrison Street (approximately 1690 linear feet by 34 feet wide), Segment 3 is 54th Avenue from 2770’ E Harrison Street to Tyler Street (approximately 2532 linear feet by 14 feet wide), segment 4 is 54th Avenue from Grapefruit Blvd. to 510’ W Grapefruit Blvd. (approximately 510 linear feet by 12 feet wide) Segment 5 is 54th Avenue from 510’ W Grapefruit Blvd. to 1860’ W Grapefruit Blvd. (approximately 1350 linear feet by 37 feet wide) segment 6 is 54th Avenue from Tyler St to 1860’ W Grapefruit Blvd. (approximately 1350 linear feet by 50 feet wide) in the Coachella area of Riverside County (hereinafter “CITY PROJECT”).

B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on 54th Avenue as shown in Exhibit A and that a slurry seal will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface.

C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement markings, including cross walks, striping and raised pavement markers.

D. WHEREAS, COUNTY has slurry seal improvement projects within the jurisdictional boundaries of COUNTY along the COUNTY and CITY boundary, which slurry seal improvement projects are sometimes hereinafter referred to collectively as "COUNTY PROJECT".

E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT since COUNTY has extensive experience in the development and implementation of similar type projects.

F. WHEREAS, COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.

G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY 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 implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement funding for or to continue with the CITY PROJECT, if funds are not available.
2. Furnish CITY with Maps, Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT. Final plans for improvements are 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. COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY

PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.

4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT and the CITY 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, and in accordance with the encroachment permits issued by CITY.
6. Furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. 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.
8. Construct the CITY PROJECT in accordance with approved PS&E documents.
9. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by COUNTY. If any contract change order causes the construction contract to change by less than 10% of the bid amount for CITY PROJECT, COUNTY is authorized by CITY's approval of this Agreement to move forward with such change.
10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

11. Provide CITY one complete set of reproducible as-built plans and all contract documents including calculations, estimates, and other documents produced as part of this contract within ninety (90) days after completion and acceptance of the CITY PROJECT.

SECTION 2 • CITY AGREES to:

1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown 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 pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.
2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, One Hundred Thirty-Two Thousand Six Hundred Thirty Dollars and Zero Cents ($132,630.00) (the "Deposit"), which represents one hundred percent (100%) of the estimated costs to complete construction including construction administration, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit "B".
3. Prepare and approve CEQA clearance for the CITY PROJECT.
4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT and CITY PROJECT.
5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 10 of Section 1.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. If upon opening of bids for construction of the CITY 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 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. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of CITY PROJECT or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for CITY PROJECT.
4. The total cost to CITY to complete construction, including construction administration, inspection and materials testing and a contingency for CITY PROJECT is estimated to be One Hundred Thirty-Two Thousand Six Hundred Thirty Dollars and Zero Cents ($132,630.00) as detailed in Exhibit “B”.
5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
6. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the slurry seal improvements, 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.

8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership.
9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within CITY right of way except as specified in this Agreement or future agreements.
10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
13. In the event that either PARTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-breaching PARTY shall have the option to terminate this Agreement upon ninety (90) days written notice to the other PARTY. Should the Agreement be terminated as provided herein, CITY shall reimburse COUNTY for service performed

pursuant to this Agreement up through the date of termination and COUNTY shall reimburse CITY with any unspent/remaining portion of the Deposit within forty-five (45) days of termination.

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

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

16. 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:	CITY:
Riverside County Transportation Department	City of Coachella
Attn: Dennis Acuna	Attn: Maritza Martinez
Director of Transportation	Director of Public Works
4080 Lemon Street, 8th Floor	53990 Enterprise Way
Riverside, CA 92501	Coachella, CA 92236

Phone: (951) 955-6740 Phone: (760) 398-3502

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____

Dennis Acuna

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By_____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ _____

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF COACHELLA Approvals

APPROVED BY:

_____

PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____

PRINTED NAME

City Attorney

ATTEST:

_____

PRINTED NAME

City Clerk

EXHIBIT A

VICINITY/ CITY PROJECT MAP

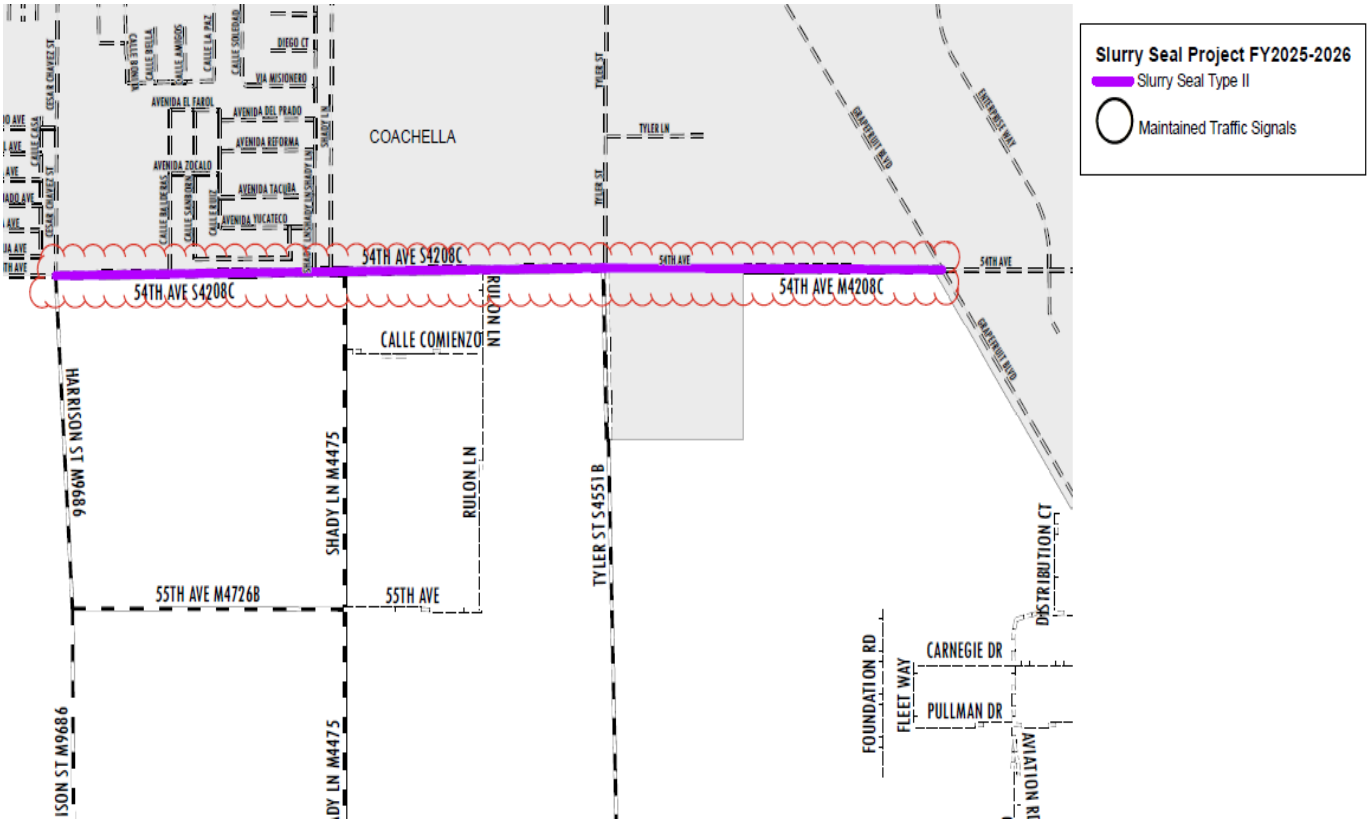


EXHIBIT B

CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	$105,630.00
Contingency	$11,000.00
Administration, Inspection & Testing	$16,000.00
TOTAL COST	$132,630.00

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to the Theresa A. Mike Foundation in the Amount of $1,000 to Support its College Scholarship Program

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to the Theresa A. Mike Foundation in the amount of $1,000 to support its college scholarship program.

BACKGROUND:

Established in 1998, the Theresa A. Mike Scholarship Foundation is a nonprofit organization that awards individual scholarships to full time, enrolled tribal members of any tribe across the United States, and/or full-time non-native students from the Coachella Valley and the Morongo Basin. It was established in honor of Theresa Mike's legacy, who was a member of the Twenty-Nine Palms Band of Mission Indians located in Coachella and descendant from the Lummi Nation in Bellingham, Washington. The Scholarship honors her commitment to developing a sense of cultural richness, history and future for the people of her tribe. Since it was created, the Foundation has awarded over $1,000,000 to help deserving scholars fund their educational dreams.

DISCUSSION/ANALYSIS:

This scholarship will be awarded to an outstanding City of Coachella resident enrolled in a local community college or university interested in supporting their community. Recipients are usually students who demonstrate extra-curricular activities and community service that relate to their education. In addition to the City's support, every year the Foundation hosts a fashion show that serves as its primary fundraiser supported by in-kind donations, raffles, silent auctions, and sponsorship sales. This year's event will take place on June 14, 2025. All proceeds go towards the scholarship fund. The Theresa A. Mike Scholarship Foundation will select its scholarship candidate by June 30, 2025 in time for the Fall semester.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000

2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

CITY OF COACHELLA, CA
COMMUNITY BASED GRANT PROGRAM
APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. **Application Funding Cycle:** **Date:** 02/12/2025

   July 1, 2024 - June 30, 2025

2. **Total Amount Requested:** $ 1,000

   If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested. N/A

3. **Proposed Program/Service of Funding Request:**

   One scholarship award for one City of Coachella resident.

4. **Agency/Organization:**
   Theresa A. Mike Scholarship Found
5. **Mailing Address:**
   P.O. Box 65
   City: Coachella **Zip:** 92236
6. **Telephone:** (442) 241-6151

   Fax:

7. **Official Contact Person:**
   Name: Makeyli Alvarez Marroquin

   Title: Executive Director

   Telephone: (442) 241-6151

   Fax:

   E-mail: info@theresamike.org

8. **Does this organization have a non-profit status with the Internal Revenue Service (IRS)?** ☐
Yes ☑ **No** ☐ **(Attach documentation)**

9. **How long has this organization been in existence?**
Since 1998 and received its Employer Identification Number (EIN) in 2014.

10. **Has the organization previously received funding from the City of Coachella?**
☑ **Yes** ☐ **No**
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.
In October 2023, TAMSF received $1,000 for its scholarship progrm to award one college / university student from the City of Coachella.

11. **Is this request for a** ☐ **New or** ☑ **Existing program/service within the City?**

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
By June 30, 2025 we will select the $1,000 award candidate. The award check and letter will be sent to their institution the month of July, 2025.

13. **Describe briefly how the requested funds will be used.**
The foundation will award (1) scholarship of $1,000 to an outstanding City of Coachella resident enrolled to a local community college or university.

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
The foundation will will host its primary fundraiser; the fashion show event on June 14, 2025. The funds received will be through in-kind donations, raffles, silent auctions, and sponsorship sales from the event. All fundings will be utilized for the scholarship program.

15. **If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?**
Scholarships are awarded every year for the Fall-semester. Therefore, the grant can be disbursed for the following scholarship cycle.

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
The scholarship award will be given to one City of Coachella resident interesting in supporting their community. The student must demonstrate extra curricular interests and how their community service relates to **their** education.

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
TAMSF plans to serve students who meet application requirements regardless of their gender, age, ethnicity, income level, etc. For the City of Coachella grant program, TAMSF will award one student from the city of Coachella only.

18. **Attach a proposed budget for requested funds.**

Authorized Official: Makeyli Alvarez **Title:** Executive Director

Signature: _____ **Date:** 02/12/24

Budget

THERESA A. MIKE SCHOLARSHIP FOUNDATION	
Category:	**City of Coachella Community Grant - Grant Request: $1,000**
City of Coachella Graduate/Resident Scholarship Applicant	$1,000 for (1) outstanding scholarship applicant that meet the following criteria: Applicant is resident, and/or have graduated from a High School in Coachella, have a cumulative grade point average (GPA) of 3.0 or higher and must demonstrate financial need and proof of community service engagement.

Item Description	Unit Cost	Quantity	Component Total
Theresa A. Mike Scholarship (City of Coachella Community Grant)	$ 1,000	1	$ 1,000
		Total Direct Costs:	**$ 1,000**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 28 2014

THERESA A MIKE SCHOLARSHIP
FOUNDATION
C/O THERESA MIKE
46-200 HARRISON PLACE
COACHELLA, CA 92236

Employer Identification Number:
45-4613889
DLN:
17053067347003
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 4, 2013
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Letter 947

THERESA A MIKE SCHOLARSHIP

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is the postmark date of your application.

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to the Friends of the Children – Coachella Valley in the Amount of $1,000 to Support its Youth Program for Meals

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to the Friends of the Children – Coachella Valley in the amount of $1,000 to support its youth program for meals.

BACKGROUND:

Friends of the Children–Coachella Valley is part of a national network of Friends of the Children chapters across the United States that impact generational change by empowering youth who are facing the greatest obstacles through relationships with professional mentors. Friends of the Children connects children – all of whom have unique talents – to a paid, professional mentor called a Friend. Friends are trained to support the agency's youth to succeed, despite the extremely challenging situations most experience, from as early as age 4 through high school graduation.

With a distinct and proven model, Friends of the Children has revolutionized the youth mentoring field by creating the first and only long-term professional mentoring program in the country. Each child gets a dedicated, one-on-one Friend who listens to their hopes and dreams. Friends empower our youth to set and achieve their goals. Friends also create meaningful experiences that empower youth to build life skills and make healthy choices while exploring the child's diverse talents and interests. They are skilled at building and nurturing relationships with youth.

DISCUSSION/ANALYSIS:

Many of the youth selected to participate in the Friends of the Children – Coachella Valley program face multiple risk factors. Currently, the program is serving 12 children from Valley View and Palm View Elementary in the Coachella Valley Unified School District (CVUSD). With food insecurity being a common issue with these families, the program provides meals to the youth that are mentored and their caregivers while on outing and/or in emergent situations. The $1,000 request will go towards the purchase of said meals. All meals and food will be

purchased from the Coachella area, which in turn will support the community. The program also applies for funding through other avenues and solicits donations during community awareness presentation in order to keep being able to provide supplemental food.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000

2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

CITY OF COACHELLA, CA
COMMUNITY BASED GRANT PROGRAM
APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. **Application Funding Cycle:** **Date:** 2/11/2025

   July 1, 2025 **- June 30, 20**26

2. **Total Amount Requested:** **$** 1000

   If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested. N/A

3. **Proposed Program/Service of Funding Request:**

   Cover community meals with youth and/or caregiver while on outings in the Coachella and In

4. **Agency/Organization:**
   Friends of the Children Coachella V
5. **Mailing Address:**
   49950 Jefferson Street STE 230189
   City: Indio **Zip:** 92201
6. **Telephone:** (760) 501-8792

   Fax:

7. **Official Contact Person:**
   Name: Karrie Schaaf

   Title: Executive Director

   Telephone: (760) 501-8788

   Fax:

   E-mail: KSchaaf@friendscoachellavalley.org

8. **Does this organization have a non-profit status with the Internal Revenue Service (IRS)?**
   Yes ☑ **No** ☐ **(Attach documentation)**

9. **How long has this organization been in existence?**
   2024

10. **Has the organization previously received funding from the City of Coachella?**
    ☐ **Yes** ☑ **No**
    If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

11. **Is this request for a** ☑ **New or** ☐ **Existing program/service within the City?**

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
    July 2025 - June 2026

13. **Describe briefly how the requested funds will be used.**
    Due to the food insecurity we are seeing with our families, we will use the $1000 to provide meals for the youth we mentor and their caregivers while on outings and/or in emergent situations.

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
    We requested a $5000 grant from the City of Indio to assist in providing meals and food support.

15. **If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?**
    We are continuing to apply for funds and solicit donations at community awareness presentations to allow us to provide supplemental food and meals when meeting with our families and youth.

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
    We are serving 12 youth from Valley View and Palm View in CVUSD and will be serving 12 youth from Hoover and Roosevelt in DSUSD. We will also be purchasing the meals and food from businesses in the Indio and Coachella area, so further supporting the community.

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
    We mentor youth for twelve years starting at the age of five and provide supportive services to their families. The youth we selected for Friends of the Children are facing multiple risk factors and our support hopes to reduce risk factors and increase their protective factors

18. **Attach a proposed budget for requested funds.**

Authorized Official: Karrie Schaaf **Title:** Executive Director

Signature: _____ **Date:** 2/11/25

FRIENDS of the CHILDREN

Coachella Valley

FY25 Unrestricted Operating Budget

REVENUE	
Foundation contributions	275,000
Individual contributions	254,123
Corporate contributions	20,000
Grants from National	250,000
TOTAL REVENUE	**$799,123**
EXPENSES	
Salaries and related expenses	
Wages	479,458
Payroll taxes	47,946
Benefits and 401(k) match	57,535
Total salaries and related expenses	**$584,939**
Other expenses	
Youth activities	7,200
Friend's activities	7,500
Caregiver engagement and support	4,800
Hiring and staff development	5,700
Community awareness	23,100
Travel and meetings	5,400
Supplies and equipment	12,120
Professional services	40,620
Audit and tax filing fees	3,600
Affiliation Fees	13,125
Rent, utilities, phone, and internet	49,000
Business insurance	8,000
Information technology	18,984
Payroll, banking, and donation fees	14,020
Total Other Expenses	**$213,169**
Total Expenses	**$798,108**
SURPLUS / (DEFICIT)	**$1,014**

Budget Narrative

Foundation Contributions
Incldues $100,000 in secured funding; remaining $175,000 needs to be raised

Individual Contributions
Includes $224,123 in secured funding; remaining $30,000 needs to be raised

Corporate Contributions
$20,000 to be raised

Grants from National
Consists of the expansion grant

Salaries and Related Expenses
Year 1 staffing includes Executive Director, Program Director, Operations Director, and three Friends. Each Friend provides direct services to eight youth. Friends are expected to maintain a cell phone and travel with the youth so expense includes $50/month for cell phone reimbursement.

Youth Activities
Costs included are related to Youth activities, $30/child/month.

Friend Activities
Costs included are related to Friends ($50/Friend/month) and the cost of transportation for those activities ($200/month direct mileage reimbursement).

Caregiver Engagement and Support
$20 per month per family

Hiring and Staff Development
Amount is based on averages from recently launched chapters. Costs include recruitment, background checks, new staff training, and staff development.

Community Awareness
Expenses related to awareness, fundraising events and partnership cultivation

Travel and Meetings
Administrative travel that includes board and committee meetings, community partner meetings and events

Supplies and Equipment
Based on average expenses from four similar size chapters plus three laptops for Friends

Professional Services
Includes, but not limited to, costs of contracting Finance through Friends-National ($2,260 per month) & grant writing services
(20 hrs a month @ $90 per hour + 10% admin fee).

Audit and Tax Filing Fees
990 filing fee of 3,600

Affiliation Fees
Affiliation fees of $13,125 to National

Rent, utilities, phone, and internet
Based on estimate provided by Executive Director

Business insurance
Estimate based on other chapters

Information technology
Cost of accessing National's program database management system, donor database, and monthly fees for Microsoft, IT support and learning management system.

Payroll, banking, and donation fees
Based on fee assumptions

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FRIENDS OF THE CHILDREN COACHELLA VALLEY
900 ISLAND DRIVE UNIT 403
RANCHO MIRAGE, CA 92270

Date:
06/26/2024
Employer ID number:
99-3003825
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
August 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
June 19, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053576010424

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2025-09 Authorizing the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2025-09 authorizing the City Manager to execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement between the City of Coachella and the Coachella Prospera partners listed in the executed TCC Grant Agreement dated February 10, 2025.

BACKGROUND:

On February 10, 2025, the City of Coachella entered into a standard agreement with the Strategic Growth Council (SGC) for the Transformative Climate Communities (TCC) grant award in the amount of $22,125,000. The TCC Grant Agreement is strictly between the SGC and The City and not its partners. As part of the administrative process required for executing the TCC Grant Agreement, the City was required to enter into sub-recipient grant agreements with its partner organizations to memorialize their roles, responsibilities, and funding allocations in order to implement key components of the "Coachella Prospera" projects and plans. The sub-recipient agreements must be executed prior to the start of any grant-funded work.

DISCUSSION/ANALYSIS:

City staff is recommending that the City Council authorize the City Manager to enter into sub-recipient agreements between the City and its Coachella Prospera partners. The sub-recipient agreement outlines conditions for beginning work, reporting requirements, payment provisions, invoicing, monitoring and oversight, recordkeeping, compliance, insurance, non-performance, and other conditions. The term of this agreement is February 1, 2025 to March 31, 2029.

Additionally, the following exhibits are also included in the subrecipient agreement:

- Exhibit A1: Grant Agreement
- Exhibit A2: Project Area Map
- Exhibit A3: Scope of Work, Budget and Schedule of Deliverables
- Exhibit A4: Special Terms and Conditions
- Exhibit A5: Authorized Signatory Form
- Exhibit A6: Reporting Schedule
- Exhibit A7: Partner Bimonthly Progress Report
- Exhibit A8: Detailed Leverage Funding Report
- Exhibit A9: Indicator Tracking Tables
- Exhibit A10: Partner Bimonthly Invoice Detail
- Exhibit A11: Insurance Requirements

These sub-recipient agreements will be tailored to each respective Coachella Prospera partner based on their Exhibit A3, which covers their scope of work, budget and schedule of deliverables. The Budget and Schedule of Deliverables are as follow:

Summary Budget

TCC Project Component	Lead Entity	Grant Funds
Grantee Costs	City of Coachella	$1,106,250.00
#1 - Sixth Street Apartments	Chelsea Investment Corporation	$7,700,000.00
#2 – Shared Mobility	LEAP/Bound	$955,680.00
#3 – Bagdouma Wellness Hub	City of Coachella	$3,091,718.00
#4 – Coachella Energy for All	GRID	$1,986,514.95
#5 - Coachella Urban Greening Project	City of Coachella	$774,757.00
#6 - Connecting Coachella	City of Coachella	$737,256.00
#7- Sierra Vista Park	City of Coachella	$655,330.00
#8 – Avenue 53 Tot Lot	City of Coachella	$655,012.00
#9 - Veterans' Park and Dateland Park	City of Coachella	$908,997.00
Community Engagement Plan	Alianza Coachella Valley	$1,106,250.00
Workforce Development and Economic Opportunities Plan	Center for Employment Training/SCMF/UCC	$1,119,735.05
Displacement Avoidance Plan	Kounkuey Design Initiative (KDI)	$663,750.00
Indicator Tracking Plan	UC Berkeley Disaster Lab	$663,750.00
	TCC Project Total	**$22,125,000.00**

ALTERNATIVES:

1. Authorize the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025

2. Not Authorize the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025

FISCAL IMPACT:

The total fiscal impact of the action is $22,1250,000 over the course of the five-year grant term. The funds are budgeted and available in the City's TCC Grant account.

ATTACHMENTS:

Attachment 1. Resolution No. 2025-09
Attachment 2. Transformative Climate Communities Sub-Recipient Agreement
Attachment 3. Exhibit B – Budget and Schedule of Deliverables
Attachment 4. Executed TCC Grant Agreement (February 10, 2025)

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2025-09 AUTHORIZING THE CITY MANAGER TO EXECUTE A TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF COACHELLA AND THE COACHELLA PROSPERA PARTNERS LISTED IN THE EXECUTED TCC GRANT AGREEMENT DATED FEBRUARY 10, 2025

WHEREAS, the Strategic Growth Council ("SGC" or "State") awarded grant funds to the City through an Implementation Grant Agreement ("Grant Agreement") for the Coachella Prospera Project, which was approved on December 15, 2023 and entered into a Grant Agreement on February 10, 2025. The term of the Grant Agreement is from February 1, 2025 to March 31, 2029. The Grant Agreement is attached hereto and incorporated herewith as Exhibit A1; and

WHEREAS, pursuant to the terms of the Grant Agreement and TCC Guidelines, the SGC will grant to City, a sum not to exceed Twenty-Two Million, One Hundred Twenty-Five Thousand Dollars and Zero Cents ($22,125,000.00) for the Coachella Prospera Project; and

WHEREAS, the Budget and Schedule of Deliverables attached as Exhibit "B" to the Grant Agreement identifies TCC project components and budget as part of the Coachella Prospera Project; and

WHEREAS, pursuant to the terms of the Grant Agreement, TCC Guidelines, and this Agreement, the City will reimburse Partner, a sum not to exceed the amount identified in Exhibit "B" for the purposes of completing the Project; and

WHEREAS, this Agreement shall memorialize Partner's terms, conditions, and obligations regarding the Project.

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. 2025-09 Authorizing the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025.

PASSED, APPROVED and **ADOPTED** this 26th day of February, 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-09 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 26th day of February, 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

TRANSFORMATIVE CLIMATE COMMUNITIES SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF COACHELLA AND [PARTNER NAME]

The City of Coachella, a California municipal corporation ("Grantee" or "City") and [Partner Name], ("Partner") enter into this TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) SUBRECIPIENT AGREEMENT ("Agreement") effective the_____ day of _____, 2025 ("Effective Date"), regarding the [Name of Project].

RECITALS

WHEREAS, the Strategic Growth Council ("SGC" or "State") awarded grant funds to the City through an Implementation Grant Agreement ("Grant Agreement") for the Coachella Prospera Project, which was approved on December 15, 2023 and entered into on February 1, 2025. The Grant Agreement is attached hereto and incorporated herewith as **Exhibit A1**;

WHEREAS, pursuant to the terms of the Grant Agreement and TCC Guidelines, the SGC will grant to City, a sum not to exceed Twenty Two Million, One Hundred Twenty Five Thousand Dollars and Zero Cents ($22,125,000.00) for the Coachella Prospera Project;

WHEREAS, the Budget and Schedule of Deliverables attached as Exhibit "B" to the Grant Agreement identifies [describe Partner's Project] ("Project") as part of the Coachella Prospera Project;

WHEREAS, pursuant to the terms of the Grant Agreement, TCC Guidelines, and this Agreement, the City will reimburse Partner, a sum not to exceed AMOUNT ($AMOUNT) ("Grant") for the purposes of completing the Project;

WHEREAS, this Agreement shall memorialize Partner's terms, conditions, and obligations regarding the Project.

Now therefore, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Agreement are to be used as set forth below, and as may be set forth in the exhibits incorporated into this Agreement.

AGREEMENT

1. DEFINITIONS.

   A. "Agreement" – Refers to this Transformative Climate Communities (TCC) Subrecipient Agreement.

   B. "AHSC" – The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy

   C. "AHSC Guidelines" – The AHSC Round 7 Final Guidelines adopted December 15, 2022

   D. "Application or Proposal" – Submittal by Partner to City comprised of responses and supporting documents to apply for the Grant.

E. "Grant" – The grant awarded by City to Partner as described in the Recitals and Section 4 of this Agreement.

F. "Grant Agreement"– Refers to the Grant Agreement between SGC and the City of Coachella.

G. "Project" – Project(s) that will be implemented through this Agreement as described in the Recitals and Section 4 of this Agreement.

H. "Project Area" – Area boundary for the Project, as identified in **Exhibit A2**.

I. "Subcontractors" – Third-parties that may be hired by Partner, with written consent of City, for work on the Project pursuant to this Agreement.

J. "TCC Guidelines" – TCC Program Guidelines adopted on February 28, 2023.

K. "TCC Partnership Agreement" - Agreement between City, Partner, and City's other partners that outlines the responsibilities of each of the parties to the agreement.

L. "TCC Program" – The Transformative Climate Communities Program.

M. "TCC Project" – Coachella Prospera Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement. The Project is a TCC Project Component.

N. "TCC Project Components" – Components included in the TCC Project, as described in the Grant Agreement:

i. "TCC Projects" – Projects that will be implemented with TCC grant funds through the Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.

a) Quantifiable Projects – Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least one (1) Quantifiable Project.

b) Non-quantifiable Projects – Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.

ii. "Stand-alone Leverage Projects" – Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.

iii. "Transformative Plans" – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.

O. "TCC Strategies" – Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project and Stand-alone Leverage Projects must collectively implement Projects from at least three (3) TCC Strategies.

P. Time Periods within the Grant Term. Grant terms include two components: a Project Completion Period that may last up to four (4) years, and a Performance Period that may last up to seven (7) months, during which project outcomes will be monitored.

i. "Project Completion Period"

a) Begins on the Effective Date set forth above and lasts up to four (4) years, unless otherwise amended.

b) The Project must be completed during the Project Completion Period.

ii. "Performance Period"

a) The intent of the Performance Period is to provide a buffer time for Projects that are completed prior to the end of the grant term to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking. In some cases, the Performance Period and the Project Completion Period may overlap.

b) Applies to Quantifiable and Non-Quantifiable Projects and Transformative Plans

c) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed or seven (7) months before the end of the grant term, whichever is sooner.

d) Will extend no longer than March 31st, 2029.

Q. Entities involved in the Grant implementation process:

i. "Parties" – City and Partner, collectively

ii. "SGC" – The California Strategic Growth Council

iii. "State" – Any state agency with an oversight role over the funding or TCC Project

iv. "Subcontractors" – Third-parties hired by Partner

2. INCORPORATION. The Recitals, Grant Agreement (Exhibit A1), TCC Guidelines, and AHSC Guidelines and all the attachments thereto are incorporated by reference into this Agreement as though fully set forth herein. As described in the TCC Guidelines, the Project must conform to requirements of the AHSC Guidelines.

Partner understands this is a subrecipient agreement governed by the Grant Agreement, TCC Guidelines, and SGC. Partner agrees to hold the City harmless in action arising out of TCC Program administration.

3. GRANT TERM. The grant term will commence on the Effective Date set forth above. City will notify Partner when work on the Project may begin. The grant term ends March 31, 2029, unless otherwise terminated or amended.

Partner's obligations under this Agreement shall be deemed discharged only once all terms of this Agreement are fulfilled. Partner will be subject to the Project Completion and Project Performance Periods as defined under this Agreement.

4. SCOPE OF WORK. As a condition of receiving the Grant, Partner will be responsible for administering the Project in a manner satisfactory to City and consistent with any and all provisions, standards, and conditions required under this Agreement. Partner shall perform as set forth in the Scope of Work, attached hereto and incorporated herewith as **Exhibit A3** and any delineated Special Terms and Conditions in **Exhibit A4.**

Partner shall administer the Project for the grant term of this Agreement. When applicable and except as set forth in this Agreement, before Partner begins construction or undertakes any other work of improvements at the Project Site, Partner at its own cost and expense, will independently secure all land use and other entitlements, permits, and approvals that City or any other governmental agency with jurisdiction over the Project and required for construction of the Project.

Partner will diligently complete the Project according to Exhibit A3, or by any other date as the parties, and SGC, may agree. City will monitor the performance of Partner against goals and performance standards as stated above. Substandard performance, including Partner's inability or failure to perform or complete the Projects in accordance Exhibit A3, as determined by City or SGC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Partner within a reasonable amount of time, as determined by City or SGC, after being notified by City, termination procedures may be initiated.

5. AUTHORIZED SIGNATORIES.

At the time of execution, Partner will submit the Authorized Signatory Form (attached hereto and incorporated herewith as **Exhibit A5**) that identifies the individual who is authorized to sign this Agreement and Project deliverables and related documents on behalf of Partner. Partner shall also provide verification of signature authority through a Board Resolution or other documentation acceptable to the City. Partner must also identify day-to-day contact by submitting the Designated Project Representative Form.

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Partner, Partner must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place.

Partner must keep Authorized Signatory letters up to date and submit changes through email to the City at the subsequent bimonthly reporting due date. Authorized Signatory letters will be kept on file with the City for up to four years after the Performance Period.

6. SUBCONTRACTORS. Partner shall obtain City's written consent to hire any Subcontractor(s) to perform any work on or related to the Project. City's contractual relationship is with Partner and not any of Partner's Subcontractors. City's obligation to pay Partner is an independent obligation from Partner's obligation to pay Subcontractors.

   A. Partner must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.

   B. Partner is entitled to make use of its own staff and Subcontractors, as identified in the TCC Partnership Agreement and Exhibit A3, and will comply with City's competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Agreement.

   C. Partner must manage, monitor, and accept responsibility for the performance of its own staff and Subcontractors, and conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Agreement.

   D. Partner must notify City if Partner or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Projects.

   Nothing contained in this Agreement will create any contractual relationship between City and Partner's Subcontractors, and no subcontract will relieve Partner of its responsibilities and obligations under the terms of this Agreement. Partner agrees to be fully responsible to City for the acts and omissions of Partner and Subcontractors, and of persons either directly or indirectly employed by them.

7. ASSIGNMENT. This Agreement is not assignable by Partner, either in whole or in part, without the consent of City in the form of a formal written amendment of this Agreement.

8. DOCUMENT SUBMISSION. Partner shall submit all documents required under this Agreement and related to the Project to City by email. The subject line of all emails shall contain the Project number and Partner's name.

9. TIMELINESS. Time is of the essence in this Agreement. City and Partner will work collaboratively to ensure that the Project is completed in accordance with the Project Completion Period and Performance Period.

10. AMENDMENTS AND MODIFICATIONS. City may, in its discretion, amend this Agreement to conform the Grant Agreement, or for other reasons. If such amendments result in the change in the funding, scope of services, or schedule of the activities to be undertaken as part of the

Agreement, such modifications will be incorporated only by written amendment signed by both City and Partner. No oral understanding or agreement not incorporated in the Agreement as a fully executed amendment is binding on any of the Parties.

A. Modifications are minor changes to this Agreement. Modification requests must be submitted in writing to City at least forty five (45) calendar days prior to when the modification will take effect. Examples of actions that require a modification include but are not limited to changes in the: (a) Partner's Authorized Signatories and Subcontractors; (b) Budget and Schedule of Deliverables (i) Task descriptions (i.e. details regarding methods used to achieve deliverables), (ii) Reallocating up to 10 percent (10%) of a task's funds to another task within the same project or plan. Cumulative changes of up to 10% of a task budget are allowed before an amendment is required; (iii) Adjusting deliverable due dates within the grant term, except for readiness due dates

B. Amendments are material changes to this Agreement. Amendment requests must be submitted in writing to SGC at least seventy five (75) calendar days prior to when the amendment will take effect. New amendment requests from Partner will not be considered less than four (4) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the: (a) Partners or terms in the TCC Partnership Agreement; (b) Budget and Schedule of Deliverables (i) Elimination or alteration in deliverables, (ii) Reallocation of more than ten percent (10%) of a task budget to another task; (iii) Reallocation of funds to a different project or plan Changes to readiness due dates.

C. Process for Modification and Amendment Requests:

i. Any request by Partner for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC program will not be approved because of the competitive nature of the process that resulted in the award of the grant to the City.

ii. City shall submit modification and amendment requests to SGC wherein SGC will make a determination (i.e. approval or denial) about the request based on a timeline set forth in the Grant Agreement. SGC's response may include additional questions or notify the parties that additional time is required.

iii. Effective Date of Modification or Amendment:

a) If SGC approves the modification request in writing, the modification may take effect immediately after City notifies Partner.

b) If SGC approves the amendment request, City will notify Partner and provide SGC's amendment to this Agreement. Amendment requests will take effect on the date the amendment is executed by all parties.

c) If SGC rejects the request in writing, City will coordinate with Partner to file a Dispute as set forth herein.

11. CONDITIONS FOR BEGINNING WORK.

A. Readiness Requirements.

i. If the Project includes a Transformative Plan (Community Engagement, Workforce Development, and Displacement Avoidance), Partner may begin work on all Transformative Plans upon execution of this Agreement. Partner Costs may also be spent upon Agreement execution.

ii. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Partner must demonstrate readiness prior to expending any direct Project costs.

iii. Pre-development, project management, and associated Indirect costs can be spent prior to achieving readiness.

iv. Readiness requirements include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements (see Appendix B of the TCC Guidelines). Readiness requirements must be complete prior to beginning project implementation.

v. Partner must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.

vi. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Partner may only expend direct project costs for each Project under this Agreement once City receives written notice from SGC.

B. Failure to meet Readiness Requirements

Projects that do not meet the readiness requirements within the first year of this Agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to City to extend the timeline to meet the readiness requirements.

C. Special Readiness Requirements

i. If Project has multiple project sites that will be secured during the Project Completion Period, including residential participation such as tree planting or solar installations, the following readiness requirements will apply.

a) Partner does not need to demonstrate site control and compliance on the Project site prior to expending any direct project costs. Partner must still

achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.

b) Partner must have site control and compliance on the Project site from the appropriate governing agency or private property owner prior to beginning work on a project site.

c) Partner must demonstrate site control and compliance with all applicable laws in order for City to reimburse Partner for the work on the Project site.

D. For Car Sharing and Mobility Enhancement projects, Partner must identify the Project site(s) and develop a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for 'projects with multiple project sites'. Partner must submit a site plan that includes contingency plans for each site that has not yet obtained site control.

12. REPORTING REQUIREMENTS.

A. Partner's General Reporting Requirements:

i. All reports must be completed using templates attached to this Agreement or as otherwise provided by the City.

ii. The first reporting period will begin on the Effective Date of this Agreement.

iii. All reports must be submitted to the City on the due date specified in the Reporting Schedule (**Exhibit A6**). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first business day that follows.

iv. All reports must be signed by the Authorized Signatory or Designee on file.

v. City may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

vi. Partner's failure to timely meet the reporting requirements may result in a delay in reimbursement.

B. Bimonthly Progress Reports:

i. Partner must complete Bimonthly Progress Reports (**Exhibit A7**) using the template attached to the Agreement.

ii. Partner must complete Bimonthly Progress Reports for the duration of the Project Completion Period.

iii. Bimonthly Progress Reports must correspond with Exhibit A3.

iv. Partner must report on any deliverables submitted and submit evidence of work completed, as requested by City.

C. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

i. Annual Progress Report: Partner must complete Annual Progress Reports using the template that will be provided by the City.

ii. Leverage Funding Report: Partner must submit Detailed Leverage Reporting forms using the template attached to this Agreement as **Exhibit A8.**

iii. Detailed Work Plan and Budget: Partner must provide an annual detailed work plan and budget showing alignment with Exhibit A3.

iv. Equipment Inventory Record: Partner must maintain an inventory of all equipment acquired with funding provided under this Agreement.

v. Indicator Tracking Report: Partner must report annually on the tracked indicators described in the Indicator Tracking Tables attached to this Agreement as **Exhibit A9**.

D. Project Completion Reports:

i. Completion Report: Partner must submit a report at the completion of the Project using the template provided by the City.

ii. Supporting Documentation: Partner must submit any supporting documentation required to demonstrate that the Project is fully completed.

E. Final Report:

i. Final Report: Partner must submit a final report at the end of the Performance Period using the template provided by the City.

ii. Leverage Funding Report: Partner must submit a detailed summary of the leverage funding spent using the template provided by the City.

F. Evaluation and Indicator Tracking Reporting. Partner must track and report on all indicators incorporated into the Indicator Tracking Plan (Exhibit A9) until the end of the Performance Period.

13. PAYMENT PROVISIONS.

A. Partner shall be paid on a reimbursement basis.

i. Partner must invoice City before City submits an invoice to SGC. TCC funds will be first issued to City; City will disperse payment to Partner. All invoices must be supported by adequate documentation evidencing the direct cost for which the Partner seeks reimbursement has been incurred.

ii. City shall not pay Partner until invoices are approved by SGC and funding is received by City.

iii. During the Project Completion Period, Partner may only request reimbursement for eligible costs incurred for implementing the Project. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.

iv. During the Project Completion Period, Partner may only request reimbursement for Indicator Tracking costs as well as Partner Direct and Indirect costs for completing the Final Report. If the Project Completion Period and the Performance Period overlap, Partner may continue requesting reimbursement for Project costs for the duration of the Project Completion Period.

B. Eligible costs

Partner should refer to the TCC Guidelines including Appendix B for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedence.

i. Indirect costs are costs of doing business that are of a general nature and not directly tied to the Grant, but necessary for the general operation of the organization. These costs may account for no more than 12% of the awarded Grant funds minus any funds for equipment purchases with a per unit cost of $5,000.00 or more. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.

ii. Direct costs will be reimbursable. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. In addition, insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:

a) Pre-development costs may account for up to ten percent (10%) of the individual Project budget submitted at the time of Application or of the individual Project budget included in in this Agreement, whichever is greater, of related capital improvement costs for the Project. This limit may be increased to 20% subject to TCC staff approval. Pre-development costs should not exceed ten percent (10%) of the Grant. These activities and costs should occur within the first year of the grant term to meet readiness requirements. Construction management tied to Project implementation is a direct project cost and will not be subject to the cap on “pre-development” costs.

b) Basic Environmental Infrastructure costs (that support water and wastewater connections, waste disposal systems, and/or pollution control systems) may account for up to ten percent (10%) of the total Grant.

c) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.

iii. Travel costs directly related to the performance of this Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Agreement.

a) City will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

b) Incidental costs and travel costs outside the State of California will not be reimbursed.

c) For staff working on the Project, Partner shall maintain and submit for reimbursement detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.

d) Partner shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.

e) Partner shall ensure that any person traveling pursuant to this Agreement shall indemnify and hold harmless City, SGC, and State of California for any liabilities resulting from such travel.

iv. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for Project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other projects. See Exhibit A4 Project-Specific Terms and Conditions for project and strategy specific allowable costs.

C. Ineligible costs

i. For ineligible direct implementation costs, refer to Appendix B and C of the TCC Guidelines, by project or plan strategy.

ii. Indirect costs in excess of 12% of the awarded Grant.

iii. Climate resilience and adaptation must be integrated into the Project, Transformative Elements, and Vision. Climate adaptation and resilience planning activities must be paid for with leverage funding only. Implementation measures and design features integrated into the Project are fundable as direct project costs.

iv. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking

v. Additional ineligible costs

a) Exceeding cost caps for pre-development, basic infrastructure, indirect costs, and the transformative plans

b) The following costs associated with community engagement and outreach: Direct cash benefits or subsidies to participants; Alcoholic refreshments; Participant incentives, such as door prizes, which are unrelated to specific community work products; General Meetings that do not specifically discuss or advance implementation of the TCC Project

vi. Lobbying

vii. Advocacy work, such as direct lobbying for the passage of bills or local propositions

viii. Commission fees

ix. Ongoing operational costs beyond the grant term

x. Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

xi. Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies

xii. Ceremonial expenses (including food and beverages)

xiii. Expenses for publicity not related to the Project implementation

xiv. Bonus payments of any kind

xv. Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise

xvi. Services, materials, or equipment obtained under any other State program

xvii. Real estate brokerage fees and/or expenses

xviii. Stewardship of legal defense funds

xix. Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).

xx. Reimbursement for any interest accumulated in order to finance the project

D. All costs must be reasonable, as defined below:

i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.

b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.

c) Market prices for comparable goods or services for the geographic area.

d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

e) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

ii. SGC has the ultimate discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the SGC. If necessary, City will coordinate with Partner to file a Dispute to contest SGC's determination.

E. Retention. City will withhold payment of the final five percent (5%) of the Project until City determines that all Project requirements have been fulfilled per this Agreement.

14. MONTHLY INVOICING. During the Project Completion Period, Partner will submit monthly invoices by the 5th of the month for the previous month, as directed by the City.

A. Invoice Package - An invoice, supporting documentation, and the appropriate reporting materials are collectively referred to as the "invoice package."

i. Invoice – Partner must use the invoice templates provided in this Agreement (**Exhibit A10**)

a) Expenses should be broken out at the task level.

b) Expenses under each task should be broken out by cost type.

c) Indicator Tracking costs, travel, mileage, and equipment should be clearly identified.

ii. Supporting documentation – Partner must submit supporting documentation for all itemized costs. Documentation may include, but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by Partner.

a) Supporting documentation should be clearly labeled by task.

b) Supporting documentation does not need to be provided for administrative costs. However, Partner must maintain records of administrative costs to be made available upon request from the City or SGC.

c) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

iii. Evidence of deliverables completed – Partner must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit A3 or interim deliverables that demonstrate the work completed.

iv. Report(s) – Partner must submit the appropriate reporting materials described in Reporting Requirements, Section 12.

B. Partner must submit the invoice package to the City by email. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to the City, Partner certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant requirements and that the invoice total reflects actual costs incurred.

i. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.

ii. If SGC determines an invoice package is complete and sufficient, SGC will notify City and approve the invoice. City will issue one check to Partner after the invoice

is approved by SGC. Partner is responsible for dispersing payment to any Subcontractors.

C. Invoice packages that do not meet the requirements or terms of this Agreement, are incomplete, or have inaccuracies, will be returned to Partner for resubmittal within fifteen (15) working days with an explanation of why it was not approved.

i. SGC may authorize partial payment of an invoice package and require Partner to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.

ii. Partner must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within five (5) working days after receiving the notification while addressing the identified concerns.

D. If it is determined that Partner submitted false or materially inaccurate invoices, supporting document or components of the Application, any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Agreement may be imposed.

E. Partner's final invoice for the Project, when applicable, should include a request for reimbursement of the retention withheld throughout the Project Completion Period.

15. LEVERAGE FUNDING.

A. Partner will report on the leverage funding expended in the Bimonthly Progress Report and Annual Leverage Funding Reporting form. Partner must retain supporting documentation of leverage funding that will be made available to the City or SGC upon request. Partner shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.

B. Leverage funding must be spent within the Project Area and for the purposes of the Project.

C. Partner must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it meets the requirements in the TCC Guidelines. If leverage funding sources change during the grant term, Partner will notify the City at the subsequent bimonthly reporting due date.

i. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Agreement.

ii. Changes in leverage funding sources that impact the 50% eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between City, Partner, and SGC.

16. STAND-ALONE LEVERAGE PROJECTS

A. Stand-alone projects must be completed by the end of the Performance Period and within the Project Area.

17. WORK OUTSIDE THE PROJECT AREA. No work outside the Project Area will be reimbursable through this Agreement except as allowed under this section. SGC and the City disclaim any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Partner waives any claims against the City or SGC related to such work. In the event that there is a reason that there is a need for work to occur outside the Project Area, Partner must submit a request which will be considered on a case-by-basis by City and may be approved or rejected. The request must be submitted in writing and must justify why work outside the Project Area is necessary and how it will result in direct benefit to residents of the Project Area.

18. REPAYMENT OF FUNDS. If Grant funds are not expended, or have not been expended in accordance with the Grant requirements or this Agreement; or if real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant requirements or this Agreement; City has the authority to take appropriate action, at law or in equity, including but not limited to:

A. Requiring Partner to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;

B. Requiring Partner to repay any funds improperly expended.

19. AVAILABILITY OF FUNDS. Sufficient funds for this Agreement have been made available by State FY 2022-2023 budget appropriation from the General Fund. However, this Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

20. REVENUE. All revenue generated as a part of the Project or Transformative Plan must be used to further the Project to the extent reasonably possible. Partner must keep records of revenue expenditures for audit purposes.

21. MONITORING AND OVERSIGHT. Partner agrees that the City or SGC or its designated representative shall have the right to visit any project site pertaining to any Project described in this Agreement. Project sites may include any public or participating private properties.

A. Once the Agreement is executed, the City may request a regularly occurring monthly phone call or in-person meeting with Partner's Grant Manager to discuss the Project. Partner must work with the City to accommodate monitoring requests.

B. The City or SGC retains the right to conduct a minimum of two (2) site visits a year during the grant term.

C. At the City or SGC's discretion, site visits may occur more frequently.

D. Partner agrees that the City and/or SGC or either of their designated representatives has the right to conduct a final inspection of completed Project, as determined by SGC. For

construction projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. Partner must notify the City of the inspection date at least ten (10) working days prior to the inspection in order to provide SGC or City the opportunity to participate.

22. RECORDKEEPING. Partner must establish an official file for the Project funded by this Agreement. The file must contain adequate documentation of all actions taken with respect to the Project, including copies of this Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Subcontractors), required reports, and readiness and compliance documentation. The City and SGC reserve the right to audit all Partner and Subcontractor records for this Project, as stated below.

A. Partner must establish a separate ledger account for receipts and expenditures of Grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Partner must maintain financial records of expenditures incurred during the Project in accordance with generally accepted accounting principles, including leverage funding that may be required.

B. When applicable, Partner must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).

C. Subcontractors paid with moneys under the terms of this Agreement must maintain all records as specified. Partner maintains responsibility for ensuring that Subcontractors comply with the requirements above.

23. RECORDS. Partner agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 7920 et seq.). Partner may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the SGC for financial support as described in Section 54, Publicity. Partner must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The City and SGC have the right to use any data described in this paragraph for any public purpose.

24. AUDIT AND RECORD RETENTION. Partner must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Partner agrees that the City, SGC or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and interview any employees who might reasonably have information related to such records.

A. Partner and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.

B. The City and SGC retain the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

C. If required by the SGC, the City may require recovery of payment from Partner to, issue a Stop Work Order or terminate the Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. COMPLIANCE. Partner must fully comply with all applicable federal, state and local laws, ordinances, regulations, plans, and design standards. Partner must secure any new permits or licenses required by authorities having jurisdiction over the Project Area, and maintain all presently required permits. Partner shall coordinate with the City to ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Agreement. Partner must promptly provide evidence of such compliance if requested by the City or the SGC.

Additionally, Partner certifies that it currently is not and will not become:

A. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

B. Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

C. Determined to be in violation of provisions of federal law relating to air or water pollution.

Partner must ensure Subcontractors comply with all terms in this Section with respect to the Project.

26. INSURANCE.

A. Partner must ensure the insurance policies set forth in **Exhibit A11** are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of City, Partner, Subcontractors or employees engaged in carrying out any tasks specified in this Agreement.

B. Throughout the life of this Agreement, the Partner shall pay for and maintain in full force and effect all insurance as required in Exhibit A11, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit A11 shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to State and

City, and each of their officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

C. If at any time during the life of the Agreement or any extension, Partner or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, City may issue a Stop Work Order, until resolved, as described below, and all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Partner shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this Section shall in any way relieve Partner of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

D. The fact that insurance is obtained by Partner shall not be deemed to release or diminish the liability of Partner, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the State and City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Partner. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Partner, its principals, officers, agents, employees, persons under the supervision of Partner, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

E. If Partner should subcontract all or any portion of the services to be performed under this Agreement, Partner shall require each subcontractor to provide insurance protection, as an additional insured, to the State and City and each of their officers, officials, employees, agents, and volunteers in accordance with the terms of this Section, except that any required certificates and applicable endorsements shall be on file with Partner and the City prior to the commencement of any services by the subcontractor. Partner and any subcontractor shall establish additional insured status for the State and City, and each of their officers, officials, employees, agents, and volunteers.

27. COMPUTER SOFTWARE. Partner must ensure that the appropriate systems and controls are in place so that funds under this Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

28. PERSONALLY IDENTIFIABLE INFORMATION. Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Partner must ensure that all such

information or data that comes into possession under this Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

29. OWNERSHIP.

A. Deliverables. Partner hereby grants to the City and the SGC a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Agreement, for nonprofit, noncommercial purposes, and to have or permit others to do so on the City or SGC's behalf.

B. Equipment:

i. Purchase of equipment using Grant funds is allowable only with prior approval by City.

ii. Cost of equipment purchased shall be substantiated by purchase receipt.

iii. For any equipment purchased or built with funds that are reimbursable as a direct cost of the Project, as determined by City, Partner must be the sole owner on title.

iv. If the funds are used to purchase equipment that costs $5,000 or more, each such piece of equipment is "grant-funded equipment."

v. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as was in this Agreement, unless City agrees otherwise in writing, during the useful life of the equipment.

vi. If the owner of the grant-funded equipment determines that it no longer has need for the Project before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in this Agreement or to a public entity or nonprofit that serves the Project Area.

vii. For the duration of the useful life of each grant-funded equipment, Partner shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this Section will survive termination of this agreement.

viii. The cost to lease equipment to use in the Project Area may be charged to the Grant. Cost of leased equipment charged to the Grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

ix. Use of equipment owned by Partner may be charged to the Grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Partner equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost.

A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.

x. Partner will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. City may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Partner's invoice to the City, or require Partner to repair or replace any damaged, lost, or stolen equipment to the satisfaction of City with no expense to City.

xi. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

xii. Partner must maintain an inventory record for Grant-funded equipment purchased or built with funds provided under this Agreement. In addition, items of Grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than $5,000 must be inventoried. Details on the inventory record are to be provided in the Implementation Grant Administration Guide.

xiii. The Equipment Inventory Record must be updated annually and upon request. See Section 12, Reporting Requirements, for more information.

C. Vehicles:

i. Partner must be the sole owner of all vehicles acquired as part of the Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as is described in this Agreement, unless SGC agrees otherwise in writing.

ii. Vehicles acquired for the purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Agreement, will be determined in accordance with standard State of California and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. If the ownership or use of vehicles change to a use not in accordance with the Agreement, Partner may be required to reimburse the City for the fair market value.

iii. Vehicles acquired for general Project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with this Agreement, Partner may be required to reimburse the City for their fair market value.

D. Infrastructure:

i. Partner must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Partner must not involve eminent domain proceedings or threat of eminent domain proceedings. Partner must record deed restrictions on Project property, as applicable.

ii. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the Project, the Partner must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Solar Installation, Energy Efficiency and Appliance Electrification Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with this Agreement, Partner may be required to reimburse the City.

iii. Partner is obligated to continue operation and maintenance of the physical aspects of the Project for its full useful life, which, for the purpose of this Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in this Agreement, unless City agrees otherwise in writing. Partner may be excused from its obligations for operation and maintenance of the Project site only upon written approval from City. The Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

E. Debt Security:

Partner will not use or allow the use of any portion of real property purchased solely with Grant funds as security for any debt. This debt financing prohibition is not applicable to the Affordable Housing Development Capital Projects under the Equitable Housing and Neighborhood Development Strategy.

30. NON-PERFORMANCE. City has sole discretion to determine if Partner is performing in accordance with this Agreement. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses, inability to meet performance requirements or schedule milestones, failure to complete or failure to make a good faith effort to complete the Project as a whole or any Project Components, including ensuring Stand-alone Leverage Projects adhere to the TCC Partnership Agreement, and/or failure to comply with the terms of this Agreement.

A. The City will notify Partner in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.

B. Partner must respond to a determination of non-performance within 15 calendar days by either a) acting on corrective actions, or b) disputing the findings in writing.

C. City, without waiver of other rights or remedies, may require Partner to re-perform any actions not in accordance with this Agreement. City may withhold any payments due to Partner until the Project is brought back into full compliance. Costs and expenses for these actions will be borne by Partner.

D. If Partner fails to correct any non-performance to City's satisfaction, City may elect to terminate this Agreement or any part thereof. Partner may be liable for immediate repayment to City of all amounts disbursed by City for the Project or Transformative Plan, as applicable, and only if nonperforming. City may, at its sole discretion, examine the extent of Partner compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to City.

E. Upon termination by City, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within 30 calendar days of the termination date.

31. DISPUTES. SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Agreement, TCC or AHSC Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee. City, Partner and relevant parties must attempt to negotiate a resolution before submitting a dispute.

A. City or SGC will notify Partner in writing if any materials are determined to be insufficient or incomplete within five (5) working days of receiving the materials.

i. Partner must respond in writing within five (5) working days with either a) materials requested by the City or SGC, or b) a written statement disputing the City or SGC's findings. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.

ii. SGC will present a dispute resolution after receiving the dispute statement.

B. Partner has fifteen (15) working days to appeal a dispute resolution. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

i. Partner and relevant parties must attempt to negotiate a resolution to the appealed dispute. SGC will respond to the appeal statement after receiving dispute resolution appeal statement.

C. If Partner wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, City will coordinate with Partner to submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.

D. During a dispute, Partner and any subcontractors must observe any Stop Work Orders put into effect until the dispute is resolved.

32. STOP WORK ORDER. City has the right to issue a Stop Work Order for the Project or Transformative Plan, as applicable, and suspend payments. City reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that put the Project at risk of not being completed.

A. Immediately upon receiving a Stop Work Order written notice, Partner must cease all work under the Project. The Stop Work Order will be in effect until resolution is reached or until the Project is terminated.

i. City may require remedial steps from Partner.

ii. Project may be terminated by means of an amendment.

B. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Partner. Work may resume only upon written notification from the City that the Stop Work Order has ended or until the Project is terminated.

If Partner issues a Stop Work Order to any Subcontractors, Partner must notify the City within ten (10) working days of issuing the order.

33. HEALTH IMPACTS. If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Partner to further study and mitigate the impact as directed by the SGC. Notwithstanding Section 13 of this Agreement, Payment Provisions, Partner may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

34. TERMINATION FOR CONVENIENCE. Both City and Partner have the right to terminate this Agreement prior to the end of the Grant term upon thirty (30) calendar days of written notice. The written notice must specify the reason for early termination and may permit City or Partner to rectify any deficiency(ies) prior to the termination date.

A. Conditions of early termination:

i. Upon any termination, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within sixty (60) calendar days of the termination date.

ii. Upon receipt of notice from City of Termination for Convenience, Partner shall immediately take action to ensure neither it nor any Subcontractor incur any

additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

iii. City will examine the extent of Partner compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Agreement.

35. The rights and remedies of City and Partner provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. GOVERNING LAW AND VENUE. Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Riverside County, California.

37. INDEPENDENT CONTRACTOR. In furnishing the services provided for herein, Partner is acting solely as an independent contractor. Neither Partner, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Partner shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Partner is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Partner and City. Partner shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Partner shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Partner and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City's employees. Partner shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. in addition, together with its other obligations under this agreement, Partner shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Partner's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Partner may be providing services to others unrelated to City or to this Agreement.

38. INDEMNIFICATION. To the furthest extent allowed by law ["including California Civil Code section 2782.8" is added in professional engineering service contracts], Partner shall indemnify, hold harmless and defend City and its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract,

tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Partner, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Partner should subcontract all or any portion of the services to be performed under this Agreement, Partner shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, servants and volunteers in accordance with the terms of the preceding paragraph.

This Section shall survive termination or expiration of this Agreement.

39. WAIVER. Partner waives any and all rights to any type of express or implied indemnity or right of contribution from the City, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement. Partner waives all claims and recourses against the City, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence and intentional misconduct of the City, its officers, agents, and employees.

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Partner therefrom shall be effective unless the same shall be in writing, signed on behalf of the City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Partner in any case shall entitle the Partner to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's right to take other or further action in any circumstances without notice or demand.

40. NO THIRD PARTY BENEFICIARY. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Partner shall have any rights hereunder and shall look to Partner as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between City and such person, each such person shall be deemed to have waived in writing all right to seek redress from City under any circumstances whatsoever. Partner shall include this paragraph in all contracts and subcontracts.

41. FORCE MAJEURE. Neither the City, nor Partner will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other

contingencies unforeseen by the SGC, City, Partner, Subcontractors, or vendors, and beyond the reasonable control of such party.

42. EXPATRIATE CORPORATIONS. Partner hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

43. CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA. If Partner is a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

44. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, if Partner's Grant is valued at $5 million or more with agencies or departments subject to the California Governor's authority, it is directed to report its compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. If Partner is subject to the certification requirement, it should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as Attachment D-10 to the Grant Agreement, must be returned to City prior to any disbursement of grant funds.

Additionally, should City at any time determine Partner is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. City shall provide Partner advance written notice of such termination, allowing Partner at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

45. SELF-DEALING AND ARM'S LENGTH TRANSACTIONS. All expenditures for which reimbursement pursuant to this Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Partner or any employee or agent of Partner.

46. RELOCATION. If the Project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Partner must provide a copy of the relocation plan.

47. AMERICANS WITH DISABILITIES ACT. Partner certifies that itself, and its Subcontractors comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).

48. NON-DISCRIMINATION CLAUSE.

During the performance of this Agreement, Partner and Partner's subcontractor(s) will not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Partner and Partner's subcontractor(s) must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partner and Partner's subcontractor(s) must comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Partner and Partner's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

Partner must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

49. DRUG-FREE WORKPLACE CERTIFICATION. Partner certifies that it will provide a drug-free workplace to employees of Partner and Subcontractors by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

B. Establish a drug-free awareness program to inform employees about:

i. the dangers of drug abuse in the workplace;

ii. the organization's policy of maintaining a drug-free workplace;

iii. any available counseling, rehabilitation and employee assistance programs; and,

iv. penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on the Project that is subject to this Agreement must:

i. receive a copy of the company's drug-free workplace policy statement; and,

ii. agree to abide by the terms of the company's statement as a condition of employment on the Project.

50. CHILD SUPPORT COMPLIANCE ACT. Partner recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and Partner, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

51. ENVIRONMENTAL JUSTICE. In the performance of this Agreement, Partner must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code section 65040.12, subdivision (e).

52. UNION ORGANIZING. By signing this Agreement, Partner hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

A. No grant funds disbursed by this Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.

B. If Partner makes expenditures to assist, promote, or deter union organizing, Partner must maintain records sufficient to show that no state funds were used for those expenditures, and that Partner must provide those records to the Attorney General upon request.

53. PREVAILING WAGE AND LABOR COMPLIANCE. Partner certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Partner can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

A. Partner must ensure the following on "public work" activities under this Agreement:

i. Prevailing wages are paid;

ii. The Project budget for labor reflects these prevailing wage requirements; and

iii. The Project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

B. Partner must ensure that its Subcontractors, if any, also comply with prevailing wage requirements. Partner must ensure that all agreements with its Subcontractors to perform work related to the Project contain the above terms regarding payment of prevailing wages on public works projects.

C. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

i. Partner can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov. Partner may contact DIR for a list of covered trades and the applicable prevailing wage.

ii. If Partner is unsure whether the Project is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

iii. If Partner has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Partner consult DIR and/or a qualified labor attorney before accepting this Grant.

54. PUBLICITY. Partner should acknowledge SGC in publications, websites, signage, invitations, and other media and public outreach products related to the Grant. City will provide SGC logo files and SGC guidance on their usage to Partner. Partner agrees to follow the TCC Grantee Publicity Guidelines provided by SGC (Attachment D-8 to the Grant Agreement). If Partner is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, Partner shall contact City.

A. Long-Form Materials

Long-form written materials are those that are more than 1,000 words in length, such as reports, should include the following standard language about SGC and TCC:

The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the California Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov.

B. Short-Form Materials

Press Releases, Flyers, Social Media Posts, and Visual Materials: Any informational materials that do not qualify as long-form (less than 1,000 words), but include at least a paragraph of text, should include following language:

"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities program with funds from California's General Fund.

Partner may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging SGC support is not practical, Partner should instead include the official logo of SGC, preceded by the words "Funded by."

See TCC Grantee Publicity Guidelines, Attachment D-8 to the Grant Agreement, for approved tags.

55. RECYCLED CONTENTS PRODUCTS. Partner must certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

56. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

57. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE	PARTNER
City of Coachella	Name
Attn:	Attn: _____
53990 Enterprise Way	Title: _____
Coachella, CA 92236	Address

58. ATTORNEY FEES. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

59. BINDING ON ALL SUCCESSORS AND ASSIGNS. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

60. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

61. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

62. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by the parties.

63. EXHIBITS. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

64. EXPENSES INCURRED UPON EVENT OF DEFAULT. Partner shall reimburse City for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by City as a result of one or more Events of Default by City under this Agreement.

65. HEADINGS. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

66. NON-RELIANCE. Partner hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on City, it agents, employees or attorneys in entering into this Agreement.

67. SURVIVAL. The following Sections survive the termination or expiration of the Agreement: 5, 15, 19, 20, 21, 22, 23, 24, 26, 28, 35, 36, 37, 51, 53, 65.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF COACHELLA,
A California municipal corporation

By: _____
William B. Pattison
Acting City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:
ANGELA M. ZEPEDA
City Clerk

By: _____
City Clerk

NAME of Partner

By: _____

Name: _____

Title: _____
(If corporation or LLC, Board Chair Pres. Or Vice Pres.)

By: _____

Name: _____

Title: _____
If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

_____

Addresses:
CITY:
City of Coachella
Attention: City Manager's Office
Coachella City Hall
53990 Enterprise Way
Coachella, CA 92236
Phone: (760)398-3502

PARTNER:
Name

Title
Address

EXHIBITS:

1. Exhibit A1: Grant Agreement
2. Exhibit A2: Project Area Map
3. Exhibit A3: Scope of Work, Budget and Schedule of Deliverables
4. Exhibit A4: Special Terms and Conditions
5. Exhibit A5: Authorized Signatory Form
6. Exhibit A6: Reporting Schedule
7. Exhibit A7: Partner Bimonthly Progress Report
8. Exhibit A8: Detailed Leverage Funding Report
9. Exhibit A9: Indicator Tracking Tables
10. Exhibit A10: Partner Bimonthly Invoice Detail
11. Exhibit A11: Insurance Requirements

EXHIBIT A1

GRANT AGREEMENT

EXHIBIT A2

PROJECT AREA MAP

EXHIBIT A3

SCOPE OF WORK, BUDGET AND SCHEDULE OF DELIVERABLES

EXHIBIT A4

SPECIAL TERMS AND CONDITIONS

PART 1 – Transformative Plans

1. Community Engagement

Partner is required by AB 2722 to ensure meaningful community engagement of the Project area residents and key stakeholders in all phases of implementation;

Partner will conduct and oversee community engagement for the entirety of the Project; Partner will report on community engagement related activities; and,

Partner will develop a process to collect and address complaints or concerns related to Project implementation.

2. Displacement Avoidance

Partner is required by AB 2722 to implement strategies to reduce economic displacement risk within the Project area;

Partner will pursue strategies during grant implementation that will prevent against the displacement of existing households in the Project area;

Partner will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the Project area; and

Partner will report on key milestones related to the adoption and implementation of the displacement avoidance policies annually; and

Partner certifies that no relocation will take place beyond that which was included in submitted relocation plan.

3. Workforce Development

The TCC Program Guidelines requires goals for workforce training, employment, and local business expansion for the Project Area;

Partner will conduct or oversee workforce development activities for the entirety of the Project; and, Partner will report on workforce development related activities.

4. Indicator Tracking and Reporting Requirements

Partner is required by AB 2722 to track and monitor greenhouse gas (GHG) reductions, co-benefits, and outcome indicators;

Partner may be required to re-estimate GHG emission reductions for each California Climate Investment (CCI) funded project using California Air Resources Board's (CARB) Greenhouse

Gas Quantification Methodology for the Strategic Growth Council Transformative Climate Communities Program for Fiscal Year 2016-17;

Partner will indicate how each CCI and non-CCI Project satisfies criteria for being located within and benefitting disadvantaged and low-income communities and/or low-income households using the criteria specified, per the project type, in the Benefit Criteria Tables available at www.arb.ca.gov/cci-resources;

Partner will track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the performance period. Reporting templates and Co-Benefit indicators are posted on the

CARB CCI Quantification, Benefits, and Reporting Materials webpage and CCI Co-benefit Assessment Methodology webpage, respectively; and,

Partner will be required to share information on project outcomes per CARB requirements including job benefits. Partner is required to report information on employment outcomes from awarded projects that provide jobs or job training. The requested data includes information on the quantity and quality of jobs, including wages and credentials provided through training programs. This information may be readily available for projects where funding recipients are already tracking employment data using standardized methods (e.g., certified payroll systems).

Partner is required to track each indicator specified in the Indicator Tracking Tables (Exhibit S10), organized by CCI Project and Transformative Plan type. The following terms apply to Partner's tracking and reporting process.

Purpose: The information reported by Partner will be used by the Evaluator (Evaluation Technical Assistance) to help Partner complete reporting forms as required by the California

Air Resources Board. The Evaluator may use the information to help assess TCC site progress and results, with highlights that could be shared broadly with TCC stakeholders and interested parties.

Data source: Partner must track the indicators listed in Exhibit S10 using their direct access to the data needed to measure these indicators. In the tables, specific types of project documentation are suggested for tracking each indicator.

Frequency: Partner must continuously track (as relevant) the indicators and report on them annually. Prior to project completion, Partner will report on progress, such as "X number of housing units are in the X stage of development." Upon project completion, Partner will report a final number.

Collaboration: Partner must also help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Partner; then Partner-¬through TCC project activities--may have the opportunity to distribute surveys to community members, and the Evaluator will analyze the survey results. The evaluators will work with

Partners to stay within the budgeted time and resources for tracking indicators agreed upon signing the contract throughout the grant term and performance period.

Reporting protocols: The Evaluator will provide Partner with guidance on reporting protocols and will also provide reporting templates for Partner's use.

Designated liaison: Partner will designate a point-of-contact (Exhibit S13) who can liaise with the Evaluator to fulfill the tracking and reporting requirements.

Site-specific and additional details: The Evaluator may provide Partner with a list of additional site-specific indicators to track if the projects or plans in these sites require indicators that deviate from or expand upon those detailed in Exhibit S10. The Evaluator will also provide a list of required inputs to any necessary estimator tools that will be used for the evaluation. If an indicator or input to a given tool is not relevant to Partner's particular project, Partner should report "N/A" for the indicator or input.

Part 2 – Project-Specific Terms and Conditions

Partner certifies that it will adhere to the following requirements:

1. Low Carbon Transit Operations Program

Zero-Emission Vehicle Projects

Procured vehicles must support the system performance of the improved service lines as described in the Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.

Partner must provide the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within 60 calendar days of Agreement execution. The Partner must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

Partner must provide the existing schedules and proposed changes to the affected service lines at least 90 calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the Work Plan. The schedules should document efforts to coordinate service with other transit services.

2. *Active Transportation Program*

If the Project is not on state-owned right-of-way, the project must be constructed in accordance with the Local Assistance Procedures Manual, Chapter 11.2 Design Guidance for Local Assistance Projects, New and Reconstruction Projects design standards for local agency streets and roads, incorporated here by this reference.

3. Low Carbon Transportation: Car Sharing and Mobility

Vehicle and Equipment Specifications

Partner must purchase or lease eligible light-duty passenger vehicles or medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Changes to the fleet after grant execution may be made subject to prior written approval by SGC. Additional vehicle requirements:

A. May be purchased or leased (2-year minimum lease period).

B. May be new or used.

C. Must be a four passenger vehicle or more.

D. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.

E. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.

F. Must be registered in California.

G. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).

H. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.

I. Vehicle title cannot be salvaged (as defined in CVC Section 544).

Partner may purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, as applicable. EVSE equipment may be:

A. Installed in commercial or residential locations.

B. May include ports for bicycle charging if the project design includes electric bicycles.

C. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.

D. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent capacity within 30 minutes.

The Partner may purchase Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system. Electric bicycles and equipment should comply with the following:

A. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one per bicycle, as applicable.

B. Purchase bicycle locking stations, no more than one per bicycle, as applicable.

C. May purchase bicycle helmets for use of electric bicycle.

Partner must establish secure and safe home base parking for project vehicles and optional electric bicycles within the Project Area.

Program Requirements

Partner must develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as follows:

A. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:

   i. Complete an Initial Participant Survey upon enrollment.

   ii. Complete trip surveys and participate in research as requested by Partner.

   iii. Pay project fees to use the car sharing system, as determined by Partner.

B. Ensure enrolled vehicle drivers also meet the requirements below:

   i. Possess a current driver's license.

   ii. Meet minimum requirements to drive a project vehicle as required by Partner and the insurance provider, to be developed in conjunction with SGC and City.

C. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).

D. Participants become ineligible upon any of the following events:

   i. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.

   ii. Vehicle driver's license lapses or is revoked.

   iii. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Partner.

   iv. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Partner or SGC.

   v. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Partner.

vi. Non-compliance with project requirements, at the discretion of SGC.

Partner must develop, administer, and maintain a user-friendly vehicle reservation system; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

Partner must develop policies and procedures documents and flow charts that describe Partner's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting.

Partner must establish and maintain records of participants, vehicles, EVSE, optional electric bicycles and chargers, fuel, maintenance, and other records, as follows:

A. Identify participant data that is confidential and develop measures to keep this data confidential.

B. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.

C. Develop and enforce security measures to safeguard Project database(s).

D. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

4. Low Income Weatherization

Single-Family Residences

A. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.

B. Partner must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.

C. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.

D. iv. The following types of buildings will not be eligible for installations:

i. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

ii. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

iii. Buildings that are structurally unsound or condemned;

iv. Buildings under a legal cloud or importuned by illegal activity;

v. Buildings that have been modified under LIWP, the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.

E. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.

F. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

G. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

H. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

I. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead- Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

Multi-Family Residences

A. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements. For market rate properties, Partner must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.

B. Partner must ensure that the property owner or manager certify that the rents for the qualified low- income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Partner must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property earn less than 80 percent AMI or 80 percent of SMI, whichever results in a higher allowable maximum income.

C. The following types of buildings will not be eligible:

i. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

ii. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;

iii. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

iv. Buildings that are structurally unsound or condemned;

v. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;

vi. Buildings under a legal cloud or importuned by illegal activity;

vii. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.

viii. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:

a) Solar Water Heating

b) Solar PV

D. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

E. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

F. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

G. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

Assessment, Certification, and Compliance Requirements for both Single- and Multi-Family Residences

A. Partner must keep records of project assessments, certifications, and compliance. Partner may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:

i. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;

ii. Property owner consent to receive energy efficiency and/or Solar PV installations;

iii. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;

iv. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;

v. Documentation that a building assessment has been completed (pre-and-post project completion).

vi. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;

vii. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;

viii. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;

ix. Documentation of trainings taken by certified renovators (per RRP), as applicable.

Operations and Maintenance for both Single- and Multi-Family Residences

A. The Partner is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. SGC will provide the Partner with a reference document.

B. The Partner must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.

i. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Partner should retain records of all complaints, and how they were resolved, in the event of an audit.

Deferral Policy for both Single- and Multi-Family Residences

A. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:

i. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.

ii. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).

iii. Evidence of significant infestation of rodents, insects, and/or other vermin is present.

iv. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.

v. Building is condemned, is under remodeling or rehabilitation, or has structural issues.

vi. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)

vii. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.

viii. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.

ix. Occupant has a known health condition/s that would be made worse by installation activities.

x. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.

xi. Property owner refusal of combustion appliance safety (CAS) testing

xii. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.

xiii. Property owner is uncooperative, abusive, or threatening to installation personnel.

xiv. Illegal activities are taking place in the property.

B. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

5. Water Energy

All equipment must be certified Energy Star or equivalent products.

6. Urban Greening

If the project includes habitat restoration or landscaping, the plant palette must include native, low-water, and/or drought-resistant vegetation.

Partner must provide maintenance on all plants planted (including replacement) for at least three (3) years after project completion. Partner must also prepare and submit a plan for the long-term care for the plants.

7. Urban and Community Forestry

The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

Partner shall cause all trees planted (including replacement) to be maintained for at least three years after project completion. Partner must also prepare and submit a plan for the long-term care for the trees.

Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees ("CAL FIRE"), available at http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_NurseryStandards_and_Specs11_12.pdf. Trees requiring replacement per CAL FIRE must be made at the Partner's cost.

Projects may not use synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

8. Organics and Food Waste Prevention and Rescue Projects must be located in California and result in:

   A. Reductions in GHG emissions compared to existing practice of landfilling of California-generated green or food materials (for organics), or the production, processing, packaging, distribution, and landfilling of California-generated food materials (for food waste prevention and rescue); and

   B. Increases in quantity (tons) of California-generated green materials, or food materials, newly diverted from landfill disposal or ADC use, and composted or digested (for organics), or increases in quantity (tons) of California-generated food materials, newly diverted from landfill and prevented or rescued from disposal (for food waste prevention and rescue).

   For the purpose of this program, "newly diverted" means the tons of materials that are currently being landfilled that will instead be diverted as a result of this project.

EXHIBIT A5

AUTHORIZED SIGNATORY FORM

I hereby verify that I am an authorized Partner representative and signatory and as such can sign and/or delegate authorization to sign and bind the Partner as it relates to the above-referenced Agreement and related documents.

Partner Authorized Signatory:

Name: _____ Title: _____

Signature: _____ Date: _____

Please attach a copy of the corresponding resolution, bylaws or authorizing document.

EXHIBIT A6

REPORTING SCHEDULE

The Final Report must be submitted at the end of the Project Completion Period, which may extend up to five years from the grant execution date.

PROJECT COMPLETION PERIOD REPORTS					
REPORTING PERIOD		**BIMONTHLY PROGRESS REPORT**	**ANNUAL REPORTS** (Progress, Indicators, Leverage Funding, Equipment Inventory)	**DETAILED WORK PLAN AND BUDGET**	**DUE DATE**
START	**END**				
Grant Execution		X			
		X		X	
		X	X (Covers Grant Execution through Date)		
		X			
		X			
		X			
		X			
		X			
		X	X (Covers Date – Date)	X	
		X			
		X			
		X		X	
		X	X (Covers Date through Date)		
		X			
		X			
		X			
		X			
		X			
		X	X (Covers Date – End of Project Completion Period) FINAL REPORT	X	

EXHIBIT A7

PARTNER BIMONTHLY PROGRESS REPORT

Transformative Climate Communities Program Implementation Grant – Bimonthly Progress Report Updated 9/19/2019		
Partner:		Grant Number:
Project Name:		Round #: 1
Period #:	Reporting Period: [Start Date] to [End Date]	
Authorized Signatory: [Name]	[Position]	
By my signature below, I certify that I have full authority to execute this payment request on behalf of the Partner. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Transformative Climate Communities Sub-recipient Agreement.		
Signature:		Date:

1. Summarize the administrative work completed by the Grantee during the reporting period:

Description of Work Completed	**Grant Funds Spent**	**Leverage Funds**
	$	$

For City of Coachella use only

2. Summarize the work completed during reporting period. Insert one table for each Grant-Funded Project, Transformative Plan, and Leverage-Funded Project.

   All deliverables have been called out in **bold** below with document names in parentheses.

[INSERT NAME OF GRANT FUNDED PROJECT OR PLAN]	**Lead Entity: [INSERT]**	
Tasks	**Grant Funds Spent**	**Leverage Funds Spent**
[INSERT Task # and Name]	$	$
[Insert Subtask X and Name, if applicable] • Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) • **Bold the names of deliverables [Include document or exhibit name]**		
[Insert Subtask Y and Name, if applicable] • Subtasks should still be described in the same cell • This makes it easy for reviewers to track expenditure of grant funds by task • **Bold the names of deliverables [Include document or exhibit name]**		
[INSERT Task # and Name]	$	$
Subtotal	$	$

[INSERT NAME OF LEVERAGE FUNDED PROJECT OR PLAN]	**Lead Entity: [INSERT]**
Tasks	**Leverage Funds Spent**
[INSERT Task # and Name]	$
• Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) • **Bold the names of deliverables [Include document or exhibit name]**	
[INSERT Task # and Name]	$
Subtotal	$

3. Provide a status update for each CCI Project, Transformative Plan, and Non-CCI Project.
   - *"No" indicates that everything is currently on schedule or within budget, per Exhibit B.*

- *Any "corrective plans of action" should be a very brief description. All requests to change the grant agreement will require a Modification or Amendment request form.*

STATUS UPDATE			
Project or Plan	**Anticipated Timeline changes (Yes/No)**	**Anticipated Budget changes (Yes/No)**	**Corrective Plan or Action, if needed**
1 – [insert project name]	*Yes or No*	*Yes or No*	*Briefly describe any modification or amendment requests that will be submitted in the next period (or have been submitted with the invoice).*
2 – [insert project name]			

EXHIBIT A8

DETAILED LEVERAGE FUNDING REPORT

Partner: [INSERT HERE] **Grant #:** [INSERT HERE]

Reporting Period (start date): [INSERT HERE]

Project Name: [INSERT HERE]

Round #: [INSERT HERE] **Reporting Period (end date):** [INSERT HERE]

LEVERAGE FUNDING REPORT

GRAND TOTAL $ -

PROJECT #, PLAN, OR GRANT ADMIN	FUNDING SOURCE	TOTAL COMMITTED ($)	AMOUNT ($) SPENT DURING REPORTING PERIOD	DATES SPENT (MM/DD/YYYY – MM/DD/YYYY)	Supporting Documentation (file name)

EXHIBIT A9

INDICATOR TRACKING TABLES

All indicators listed below should be reported annually during the Performance Period and after Project close out.

General Indicators for the Community Engagement Plan (CEP) for Project and overarching Project Area	
Indicator	**Data Source:**
Number of community engagement events held [by language]	(e.g. flyers in different language, photos)
Number of stakeholders engaged at each event	Project documentation (e.g., sign in sheets)
Number of stakeholders engaged through the site's social media outreach	Project documentation (e.g., social media followers)
Number of materials distributed to stakeholders (by language)	Project documentation (e.g., mailing lists)
Total number of people directly served by Project	Project documentation (e.g., project level registration lists)
Total number of volunteers who participated in Project implementation	Project documentation (e.g., volunteer sign-in sheets)
Total number of people who provided commentary or input on the Project	Project documentation (e.g., meeting minutes, written comments, etc.)

EXHIBIT A10

PARTNER MONTHLY INVOICE DETAIL

Partner must complete the Invoice Detail for each Project, Community Engagement, and Workforce Development

Partner:		Grant Number:	
Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[END
[Insert Project # and Name, or Transformative Plan Name]		Lead Entity: [Insert name]	

TASK	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	$ -	
2			
	Subtotal	$ -	
3			
	Subtotal	$ -	
4			
	Subtotal	$ -	
Travel			
	Subtotal	$ -	
Equipment			
	Subtotal	$ -	
Grant			
	Subtotal	$ -	
	SUBTOTAL FOR THIS PERIOD	**$ -**	

EXHIBIT A11

INSURANCE REQUIREMENTS

1. Throughout the life of this Agreement, PARTNER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to STATE OF CALIFORNIA (STATE), CITY OF COACHELLA (CITY) and each of their officers, officials, employees, agents, servants and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

2. If at any time during the life of the Agreement or any extension, PARTNER or any of its subcontractors fail to maintain any required insurance in full force and effect, al services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to PARTNER shall be withheld until notice is received by CITY that the required insurance has been restored to flu force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve PARTNER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

3. The fact that insurance is obtained by PARTNER shall not be deemed to release or diminish the liability of PARTNER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify STATE and CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PARTNER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of PARTNER, vendors, suppliers, invitees, contractors, sub-contractors, consultants, or anyone employed directly or indirectly by any of them.

   Coverage shall be at least as broad as:

   A. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

B. The most current version of ISO Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for al owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

PARTNER shall procure and maintain for the duration of the Agreement insurance with limits of liability not less than those set forth below. However, insurance limits available to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

   A. $1,000,000 per occurrence for bodily injury and property damage;

   B. $1,000,000 per occurrence for personal and advertising injury;

   C. $2,000,000 aggregate for products and completed operations; and,

   D. $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

   $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

   A. $1,000,000 each accident for bodily injury;

   B. $1,000,000 disease each employee; and,

   C. $1,000,000 disease policy limit.

4. **PROFESSIONAL LIABILITY** (Errors and Omissions):

   A. $1,000,000 per claim/occurrence; and,

   B. $2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event PARTNER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

PARTNER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and PARTNER shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

1. The insurer shall reduce or eliminate such self-insured retentions as respects STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers; or

2. PARTNER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall STATE or CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

1. *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be canceled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. PARTNER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, PARTNER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, PARTNER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

2. The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

3. The Commercial General and Automobile Liability insurance policies shall be endorsed to name STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as an additional insured. PARTNER shall establish additional insured status for the STATE and CITY for al ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

4. The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the PARTNERS' insurance shall be primary to and require no contribution from the STATE and CITY. The Commercial General policy is required to include primary and non contributory coverage in favor of the STATE and CITY for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. If PARTNER maintains higher limits of liability than the minimums shown above, STATE and CITY requires and shall be entitled to coverage for the higher limits of liability maintained by PARTNER.

5. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

6. For any claims related to this Agreement, PARTNER'S insurance coverage shall be primary insurance with respect to the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. Any insurance or self-insurance maintained by the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers shall be excess of the PARTNER'S insurance and shall not contribute with it.

7. The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

8. The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

PROVIDING OF DOCUMENTS - PARTNER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, PARTNER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of PARTNER shall also be required to provide al documents noted herein.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by PARTNER.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, PARTNER must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTOR- If PARTNER subcontracts any or all of the services to be performed under this Agreement, PARTNER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, PARTNER will be solely responsible for ensuring that it's subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed Twenty-Two Million, One Hundred and Twenty-Five Thousand Dollars and Zero Cents ($22,125,000.00).

Total Leverage Funds

The total leverage funds for this grant will equal no less than Thirty-Six Million, Six Hundred and Eighty-Seven Thousand, Eight Hundred and Thirty-Two Dollars and Fifty-Eight Cents ($36,687,832.58).

Summary Budget

TCC Project Component	Lead Entity	Grant Funds	Leverage Funds
Grantee Costs	City of Coachella	$1,106,250.00	$0.00
#1 - Sixth Street Apartments	Chelsea Investment Corporation	$7,700,000.00	$36,047,919.00
#2 – Shared Mobility	LEAP/Bound	$955,680.00	$124,900.00
#3 – Bagdouma Wellness Hub	City of Coachella	$3,091,718.00	$0.00
#4 – Coachella Energy for All	GRID	$1,986,514.95	$125,000.00
#5 - Coachella Urban Greening Project	City of Coachella	$774,757.00	$0.00
#6 - Connecting Coachella	City of Coachella	$737,256.00	$0.00
#7- Sierra Vista Park	City of Coachella	$655,330.00	$0.00
#8 – Avenue 53 Tot Lot	City of Coachella	$655,012.00	$24,900.00
#9 - Veterans' Park and Dateland Park	City of Coachella	$908,997.00	$60,000.00
Community Engagement Plan	Alianza Coachella Valley	$1,106,250.00	$0.00
Workforce Development and Economic Opportunities Plan	Center for Employment Training/SCMF/UCC	$1,119,735.05	$305,113.58
Displacement Avoidance Plan	Kounkuey Design Initiative (KDI)	$663,750.00	$0.00
Indicator Tracking Plan	UC Berkeley Disaster Lab	$663,750.00	$0.00
	TCC Project Total	**$22,125,000.00**	**$36,687,832.58**

Special Conditions of Funding:

1.) City to provide updated Project Area map.

2.) See individual work plans for additional special readiness and reimbursement conditions

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23143	GO-LUCI-0650

Item 17.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as "LCI" or "STATE"

CONTRACTOR NAME
City of Coachella, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE
February 01, 2025

THROUGH END DATE
March 31, 2029

3. The maximum amount of this Agreement is:
$22,125,000.00 (Twenty Two Million, One Hundred Twenty Five Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	33
	Exhibit B	Budget Detail and Payment Provisions	60
	Exhibit C	General Terms and Conditions	22
+ -	Exhibit D	Attachments	116

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Coachella

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
53990 Enterprise Way	Coachella	CA	92336

PRINTED NAME OF PERSON SIGNING	TITLE
William B. Pattison	Acting City Manager

CONTRACTOR AUTHORIZED SIGNATURE: Signed by: William B. Pattison C24F6834EAC74AD...
DATE SIGNED: 02/01/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Erin Curtis	Executive Director, SGC

CONTRACTING AGENCY AUTHORIZED SIGNATURE: Signed by: Erin Curtis 84CE39B76057450...
DATE SIGNED: 02/01/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL
EXEMPTION (If Applicable): SCM VOL 1, 4.04(A)(4)

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EXHIBIT A – SCOPE OF WORK

PART 1 – Recitals

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the California Strategic Growth Council's award of grant funds to the City of Coachella, the Grantee;

WHEREAS, the authority for this Implementation Grant Agreement is the Transformative Climate Communities (TCC) Program statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines, as approved for release on February 28, 2023;

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on December 15, 2023;

WHEREAS, the Implementation Grant Agreement will be between the Strategic Growth Council and Grantee;

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed Twenty-Two Million, One Hundred and Twenty-Five Thousand Dollars and Zero Cents ($22,125,000.00), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

WHEREAS, AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits;

WHEREAS, AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses;

WHEREAS, AB 2722 requires that projects demonstrate community engagement in all phases;

WHEREAS, the Strategic Growth Council requires the TCC Project to implement strategies that increase the climate resilience of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and California Air Resources Board; and

WHEREAS, Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

Now therefore, as evidenced by the parties foregoing execution of the Grant Agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Grant Agreement are to be used as set forth below in this exhibit, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.

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PART 2 – General Terms and Conditions

1. Definitions

i. "AHSC" – The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy

ii. "Application or Proposal" – Submittal comprised of responses and supporting documents to apply for the TCC Implementation Grant

iii. "Grant Agreement"– Refers to this Implementation Grant Agreement and all attachments and appendices

iv. "TCC Guidelines" – TCC Program Guidelines adopted on February 28, 2023

v. "AHSC Guidelines" – The AHSC Round 7 Final Guidelines adopted December 15, 2022

vi. "Project Area" – Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Implementation Grants. A contiguous area that meets the requirements of Section 6.4 (Project Area Eligibility) of the TCC Guidelines.

vii. "TCC Partnership Agreement" – Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.

viii. "TCC Program" – The Transformative Climate Communities Program

ix. "TCC Project" – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement

x. "TCC Strategies" – Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project and Stand-alone Leverage Projects must collectively implement Projects from at least three (3) TCC Strategies.

xi. "TCC Project Components" – Components included in the TCC Project, as described in Exhibit B and therefore subject to this Grant Agreement:

a. "Projects" – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.

(i) Quantifiable Projects – Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least one (1) Quantifiable Project.

(ii) Non-quantifiable Projects – Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.

b. "Stand-alone Leverage Projects" – Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.

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c. "Transformative Plans" – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.

xii. Time Periods within the Grant Term: Grant terms include two components: a Project Completion Period that may last up to four (4) years, and a Performance Period that may last up to seven (7) months, during which project outcomes will be monitored.

a. "Project Completion Period"

(i) Begins the date that both Parties have signed the Grant Agreement and lasts up to four (4) years, unless otherwise amended.

(ii) All TCC Project Components, including Indicator Tracking and Stand-Alone Leverage Projects, must be completed during the Project Completion Period.

b. "Performance Period"

(i) The intent of the Performance Period is to provide a buffer time for Projects that are completed prior to the end of the grant term to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking. In some cases, the Performance Period and the Project Completion Period may overlap.

(ii) Applies to Quantifiable and Non-Quantifiable Projects and Transformative Plans

(iii) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed or seven (7) months before the end of the grant term, whichever is sooner.

(iv) Will extend no longer than March 31st, 2029.

xiii. Entities involved in the grant implementation process:

a. "DOC" – Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee's main point of contact

b. "Evaluation Technical Assistance" – The TCC grant-funded program evaluation Partner responsible for developing Grantee's Indicator Tracking Plans and comprehensively assessing the impact and benefits of the TCC Program.

c. "Grantee" – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.

d. "Lead Entity" – Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner

e. "Leverage Partner" – A Partner that is not receiving funds from SGC but is implementing a Stand-alone Leverage Project and is required to meet leverage funding requirements of the TCC program.

f. Supporting Entity – Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.

g. "GO-LCI" – Governor's Office of Land Use and Climate Innovation

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h. "Parties" – SGC and Grantee, collectively

i. "Partners" – Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity or Supporting Entity

j. "SGC" – The California Strategic Growth Council

k. "State" – Any state agency with an oversight role over the funding or TCC Project

l. "Subcontractors" – Third-party entities hired by either Grantee or a Partner

m. "TCC Grant Manager" – Day-to-day point of contact during the grant term

2. Incorporation

The TCC and AHSC Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement. As described in the TCC Guidelines, Equitable Housing and Neighborhood Development Projects must conform to requirements of the AHSC Guidelines.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, and AHSC Guidelines.

3. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. During the Performance Period, project outcomes will be monitored. The Project Completion Period ends four (4) years after execution of the Grant Agreement. The Performance Period begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, or seven (7) months prior to the end of the grant term, whichever is sooner, and lasts for up to seven months to allow the Grantee to collect and report data on projects and plans and to develop final reports.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue for the entirety of the Project Completion Period.

Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

4. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of SGC. SGC staff will notify Grantee of the day-to-day point of contact ("TCC Grant Manager") once the grant is executed.

At the time of grant execution, Grantee will submit a letter that identifies the individual who is authorized to sign this Grant Agreement and TCC Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee's day-to-day grant manager. Use the template provided in Exhibit D (Attachment D-6).

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If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the TCC Grant Manager at the subsequent reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the grant term ends.

5. Partners and Subcontractors

SGC's contractual relationship is with Grantee, and not any of their Partners or Subcontractors.

i. Grantee's contractual relationship with its Partners is defined by the TCC Partnership Agreement (Attachment D-9) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay Grantee.

ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.

iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:

   a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.

   b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 2, Section 9), if applicable.

iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

Nothing contained in this Grant Agreement or otherwise will create any contractual relation between SGC and any Partners or Subcontractors, and no subcontract will relieve Grantee of its responsibilities and obligations under the terms of this Grant Agreement. Grantee agrees to be fully responsible to SGC for the acts and omissions of its Partners, Subcontractors, and of persons either directly or indirectly employed by them.

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6. Assignment

   This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Grant Agreement.

7. Document Submission

   All documents must be submitted through the SGC provided online submission platform. Upon submission, the Grantee must notify their designated TCC Grant Manager through email.

8. Timeliness

   Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

9. Amendments and Modifications

   Any modification or amendment of the terms of this Grant Agreement must be within the intent of the TCC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant Agreement. Modification and amendment requests will be considered at the sole discretion of SGC.

   i. Modifications are minor changes to the Grant Agreement. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Examples of actions that require a modification include but are not limited to changes in the:

      a. Grantee's Authorized Signatories and Subcontractors

      b. Budget and Schedule of Deliverables

         (i) Task descriptions (i.e. details regarding methods used to achieve deliverables)

         (ii) Reallocating up to 10 percent (10%) of a task's funds to another task within the same project or plan. Cumulative changes of up to 10% of a task budget are allowed before an amendment is required.

         (iii) Adjusting deliverable due dates within the grant term, except for readiness due dates

   ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests from Grantee will not be considered less than three (3) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the:

      a. Partners or terms in the TCC Partnership Agreement

      b. Budget and Schedule of Deliverables

         (i) Elimination or alteration in deliverables

         (ii) Reallocation of more than ten percent (10%) of a task budget to another task

         (iii) Reallocation of funds to a different project or plan Changes to readiness due dates.

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iii. Process for Modification and Amendment Requests:

a. TCC will only process Modifications or Amendments once per grant year, unless mission critical changes are needed. As each request may take some time and correspondence to review and resolve, there will be windows of time for submission, review, and processing as follows:

(i) Submit Requests: July – November

(ii) Review and Correspondence: July – December

(iii) Final Processing and Execution: November – January

b. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.

c. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.

d. Effective Date of Modification or Amendment:

(i) If SGC approves the modification request in writing, the modification may take effect immediately.

(ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.

(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31).

e. SGC has the sole discretion to determine what changes to the Grant Agreement constitute "Modifications" or "Amendments." All requests, including reallocation of grant funds between Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

10. Conditions for Beginning Work

i. Readiness Requirements

a. Grantee may begin work on all Transformative Plans (Community Engagement, Workforce Development, and Displacement Avoidance) upon grant execution. Grantee Costs may also be spent upon grant execution.

b. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Grantee must ensure the Lead Entity of each Project demonstrates readiness prior to expending any direct project costs.

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c. Pre-development, project management, and associated Indirect costs can be spent prior to achieving readiness.

d. Readiness requirements include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements. Readiness requirements must be complete prior to beginning project implementation.

e. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.

f. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.

g. SGC will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

ii. Failure to meet Readiness Requirements

a. Projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

b. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original Application will be subject to the Modification and Amendment procedures outlined above.

iii. Special Readiness Requirements

a. For Projects with multiple project sites that will be secured during the Project Completion Period, including Projects with residential participation such as tree planting or solar installations, the following readiness requirements will apply:

(i) Lead Entity does not need to demonstrate site control and compliance on all project sites prior to expending any direct project costs. Lead Entity must still achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.

(ii) Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.

(iii) Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.

b. For Car Sharing and Mobility Enhancement projects, Grantee must ensure the Lead Entity identifies all project sites and develops a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for ‘projects with multiple project sites’. Lead Entity must

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submit a site plan that includes contingency plans for each site that has not yet obtained site control.

iv. CEQA Clarification

This section outlines acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC implementation grant.

a. Required Documentation for projects that are categorically or statutorily exempt

(i) A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR

(ii) Documentation that the project is CEQA compliant, including but not limited to:

1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.

2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).

b. Required documentation for all other projects

(i) A file-stamped Notice of Determination

c. Statutes of Limitation

SGC will notify Grantees that they may begin work on a project once all readiness requirements have been met, including CEQA completion. However, projects are still subject to statutes of limitation for legal challenges, which vary depending on the type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, § 21167):

(i) Filing a Notice of Determination: 30 days

(ii) Filing a Notice of Exemption: 35 days

(iii) No filing: 180 days

Grantees must notify SGC when the statutes of limitations have lapsed for each project, and if any legal challenges arise. If a legal challenge is brought against a project, SGC has the authority to issue a Stop Work Order, per Section 32 of the grant agreement.

11. Reporting Requirements

i. General Reporting Requirements:

a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided by TCC Grant Manager.

b. The first reporting period will begin on the start date of the Grant Agreement.

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c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule (Attachment D-4). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.

d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.

e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.

ii. Progress Reports:

a. Grantee must complete Progress Reports using the template attached to the Grant Agreement (Attachment D-3).

b. Grantee must complete Progress Reports for the duration of the grant term.

c. Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement.

d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.

iii. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period, using templates provided by SGC:

a. Annual Progress Report.

b. Leverage Funding Report.

c. Equipment Inventory Record: See Exhibit A, Part 2, Section 29, Ownership, for further instruction regarding equipment inventory.

d. Indicator Tracking Report: See Exhibit C, Part 1, Section 5 for further instructions regarding indicator tracking.

iv. Project Completion Reports:

a. Completion Report: Grantee must submit a report at the completion of each individual Project and Plan using the template provided by SGC.

b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects and Plans are fully completed.

v. Final Reports:

a. Final Report: Grantee must submit a final report by the end of the Performance Period using a template provided by SGC.

b. Leverage Funding Report: Grantee must submit a summary of the leverage funding spent at the end of the Performance Period using a template provided by SGC.

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12. Evaluation and Indicator Tracking Reporting

    Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance (see Exhibit C, Part 1, Section 5) until end of the grant term.

13. Payment Provisions

    i. Except as may be allowed under subsection (ii), Grantee will be paid on a reimbursement basis:

        a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.

        b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC, although Grantee may do so according to their procedures and policies.

        c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the grant term will not be reimbursed.

        d. During the Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report. If the Project Completion Period and the Performance Period overlap, Grantee may continue requesting reimbursement for Project and Plan costs for the duration of the Project Completion Period.

        e. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.

    ii. Through state legislation, SGC is authorized to provide certain Grantees advance payments of TCC grant awards. SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1 and 11019.3. Any material changes to the request form must be reported to SGC within 30 days. All advance payments and the amount of any advance payment is subject

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to SGC's policies and discretion and satisfactory submittal of information through the Advance Pay Request form.

a. Any qualifying entity receiving advance payment will be required to demonstrate the ability to meet statutory requirements regulating the provision of advance payment.

iii. Eligible Costs

Grantee should refer to the TCC Guidelines, including Appendix B, for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of $5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or subcontractors, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.

b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. In addition, insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:

   (i) Pre-development costs may account for up to ten percent (10%) of the individual Project budget submitted at the time of application or of the individual Project budget included in the grant agreement, whichever is greater, of related capital improvement costs for each Project. This limit may be increased to 20% subject to TCC staff approval. Pre-development costs should not exceed ten percent (10%) of the originally requested TCC funding total. These activities and costs should occur within the first year of the grant term to meet readiness requirements. Construction management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.

   (ii) Basic Environmental Infrastructure costs (that support water and wastewater connections, waste disposal systems, and/or pollution control systems) may account for up to ten percent (10%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.

   (iii) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.

c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.

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(i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

(ii) Incidental costs and travel costs outside the State of California will not be reimbursed.

(iii) For staff working on the project, Grantee shall maintain and submit for reimbursement detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.

(iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.

(v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

d. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other Projects. See Exhibit C, Part 2 Project-Specific Terms and Conditions for project and strategy specific allowable costs.

iv. Ineligible Costs

a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.

b. Indirect costs in excess of 12% of the awarded TCC funds, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation.

c. Climate resilience and adaptation must be integrated into the Projects, Transformative Elements, and Vision. Climate adaptation and resilience planning activities must be paid for with leverage funding only. Implementation measures and design features integrated into the TCC Project are fundable as direct project costs.

d. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking

e. Additional ineligible costs

(i) Exceeding cost caps for pre-development, basic infrastructure, indirect costs, and the transformative plans

(ii) The following costs associated with community engagement and outreach:

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(a) Direct cash benefits or subsidies to participants

(b) Alcoholic refreshments

(c) Participant incentives, such as door prizes, which are unrelated to specific community work products

(d) General Meetings that do not specifically discuss or advance implementation of the TCC Project

(iii) Lobbying

(iv) Advocacy work, such as direct lobbying for the passage of bills or local propositions

(v) Commission fees

(vi) Ongoing operational costs beyond the grant term

(vii) Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

(viii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies

(ix) Ceremonial expenses (including food and beverages)

(x) Expenses for publicity not related to the awarded TCC Project implementation

(xi) Bonus payments of any kind

(xii) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise

(xiii) Services, materials, or equipment obtained under any other State program

(xiv) Real estate brokerage fees and/or expenses

(xv) Stewardship of legal defense funds

(xvi) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).

(xvii) Reimbursement for any interest accumulated in order to finance the project

v. All costs must be reasonable, as defined below:

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the

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decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

(i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.

(ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.

(iii) Market prices for comparable goods or services for the geographic area.

(iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

(v) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.

vi. Retention

a. SGC will withhold payment of the final five percent (5%) of the project cost for each TCC Project Component until SGC determines that the requirements of that TCC Project Component have been fulfilled per the Grant Agreement.

14. Invoicing

During the grant term, the Grantee will submit online one (1) invoice package to SGC on the Report Due Date listed in the Reporting Schedule (Attachment D-4).

i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "invoice package."

a. Invoice – Grantee must use the invoice templates provided in Attachment D-3.

(i) Expenses should be broken out at the task level.

(ii) Expenses under each task should be broken out by cost type.

(iii) Indicator Tracking costs, travel, mileage, and equipment should be clearly identified.

b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by Grantee.

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(i) Supporting documentation should be clearly labeled by task.

(ii) Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant, based on supporting documentation agreed upon in writing by SGC and the Grantee.

(iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit B or interim deliverables that demonstrate the work completed.

d. Report(s) – Grantee must submit the appropriate reporting materials described in Exhibit A, Part 2, Section 11.

ii. Grantee must submit the invoice package to the SGC online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager, and copy the SGC and Governor's Office of Land Use and Climate Innovation.

iii. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.

a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.

b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC Partnership Agreement, and any Subcontractors.

iv. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.

b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within ten (10) working days after receiving the notification from SGC while addressing the concerns identified by SGC. Delays in

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providing revised invoice package on time may result in non-compliance notice or stop work order.

v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.

vi. The final invoice for each TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Exhibit A, Part 2, Section 13.v.a, of this Grant Agreement.

15. Leverage Funding

i. Grantee shall ensure it and its Leverage Partners report on the leverage funding expended in the Annual Leverage Funding Report form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.

ii. Leverage funding must support the implementation of the Strategies selected to achieve the TCC Program Objectives, as determined by SGC.

iii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.

iv. Grantee must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it meets the requirements in the TCC Guidelines. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent reporting due date to allow SGC and DOC to determine the eligibility of the new leverage sources.

a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

b. Changes in leverage funding sources that impact the 50% eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between Grantee and SGC.

16. Stand-alone Leverage Projects

i. Stand-alone Leverage Projects must be completed by the end of the grant term and within the Project Area.

ii. Grantee shall ensure it and its Leverage Partners shall report on the progress of Leverage Projects on an annual basis.

iii. Stand-alone Leverage Projects may not be removed from the TCC Proposal scope of work after the grant has been awarded by SGC. SGC may consider the failure of a stand-alone leverage project to adhere to the terms of the Partnership Agreement to constitute a Grantee's non-performance under the Grant Agreement.

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17. Work Outside the Project Area

    No work outside the Project Area will be reimbursable through this agreement except as allowed under this section. SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work. In the event that there is a reason that there is a need for work to occur outside the Project Area, the Grantee must submit a request which will be considered on a case-by-basis by TCC staff and may be approved or rejected. The request must be submitted in writing and must justify why work outside the Project Area is necessary and how it will result in direct benefit to residents of the Project Area.

18. Repayment of Funds

    If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

    i. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;

    ii. Requiring Grantee to repay any funds improperly expended.

19. Availability of Funds

    Sufficient funds for this Grant Agreement have been made available by FY 2022-2023 budget appropriation from the General Fund. However, this Grant Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

20. Revenue

    All revenue generated as a part of any Project or Transformative Plan by Grantee, Partner or subcontractor must be used to further the TCC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

21. Monitoring and Oversight

    Grantee agrees that the State or designated representative has the right to visit the project sites pertaining to any TCC Project described in this Grant Agreement. Project sites may include any public or participating private properties.

    i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.

    ii. The State retains the right to conduct a minimum of two (2) site visits a year during the grant term.

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iii. At the State's discretion, site visits may occur more frequently.

iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

22. Recordkeeping

Grantee must establish an official file for the TCC Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCC Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Partners and Subcontractors), required reports, and readiness and compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles, including leverage funding that may be required.

ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).

iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

23. Records

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 7920 *et seq*.). Grantee may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 53, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

24. Audit and Record Retention

Grantee must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Grantee agrees that the State or designated

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representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to the performance of this Grant Agreement.

i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the grant term, unless a longer period of records retention is stipulated.

ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the grant term. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. Compliance

Grantee must fully comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Grantee must secure any new permits or licenses required by authorities having jurisdiction over the Project Area and maintain all presently required permits. Grantee must ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement. Grantee must promptly provide evidence of such compliance if requested by the State.

Additionally, Grantee certifies that it currently is not and will not become:

i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

ii. Subject to a cease-and-desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

Grantee must ensure that Partners and Subcontractors comply with all terms in this section with respect to the TCC Project.

26. Insurance

i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:

a. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:

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(i) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.

(ii) Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

(iii) Motor vehicle liability with limits in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

b. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

iii. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

iv. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.

v. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

27. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

28. Personally Identifiable Information

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, *et seq*. and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

29. Ownership

i. Deliverables:
Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

ii. Equipment:

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a. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.

b. Cost of equipment purchased shall be substantiated by purchase receipt.

c. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.

d. If the funds are used to purchase equipment that costs $5,000 or more, each such piece of equipment is "grant-funded equipment."

e. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing, during the useful life of the equipment.

f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.

g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

h. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

i. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.

j. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State.

k. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

l. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS

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devices, etc.) costing less than $5,000 must be inventoried. Details on the inventory record are to be provided in the Implementation Grant Administration Guide.

m. The Equipment Inventory Record must be updated annually and upon request. See Exhibit A, Section 11, Reporting Requirements, for more information.

iii. Vehicles:

a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of TCC Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.

b. Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

c. Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Grantee Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

iv. Infrastructure:

a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the TCC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.

b. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the TCC Project, the Grantee, Lead Entity, or another public agency or subcontractor as approved in writing by the TCC Grant Manager, must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Solar Installation, Energy Efficiency and Appliance Electrification Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.

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c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the TCC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The TCC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

v. Debt Security:
Grantee will not use or allow the use of any portion of real property purchased solely with TCC grant funds as security for any debt. This debt financing prohibition is not applicable to the Affordable Housing Development Capital Projects under the Equitable Housing and Neighborhood Development Strategy.

30. Non-Performance

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance may be determined for an individual Project, Transformative Plan, the entire TCC Project, or a task within an individual Project or Transformative Plan. Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses, actual or projected inability to meet performance requirements or scheduled milestones, failure to complete or failure to make a good faith effort to complete the TCC Project as a whole or any TCC Project Components, including ensuring Stand-alone Leverage Projects adhere to the TCC Partnership Agreement, and/or failure to comply with the terms of this Grant Agreement.

i. SGC will notify Grantee in writing if non-performance is determined and will provide instructions and a timeline to rectify all cases of non-performance.

ii. Grantee must respond to a determination of non-performance within thirty (30) calendar days by either a) proposing corrective actions, or b) disputing SGC's findings in writing.

iii. SGC, without waiver of other rights or remedies, may require Grantee to re-perform any actions not in accordance with this Grant Agreement. SGC may withhold any payments due to Grantee until the individual project or TCC Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee, Partner, or Subcontractor.

iv. If Grantee fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to SGC of all amounts disbursed by SGC under this Grant Agreement for the individual Project, Transformative Plan, the entire TCC Project, or a task within an individual Project or Transformative Plan as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC for breach of this Grant Agreement.

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v. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

31. Disputes

SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, TCC or AHSC Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee.

i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.

   a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC's findings.

ii. Grantee has fifteen (15) working days to submit a written dispute statement to the TCC Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the dispute.

   b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee's dispute statement.

iii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.

   b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.

iv. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.

v. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

32. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual Project, Transformative Plan, or the entire TCC Project and suspend payments to Grantee. SGC reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments or a determination of nonperformance that put components of the TCC Project at risk of not being completed.

i. Immediately upon receiving a Stop Work Order written notice, Grantee must cease all work under the individual project or TCC Project. The Stop Work Order will be in effect until resolution is reached or until the project is terminated.

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a. SGC may require corrective actions from Grantee.

b. The individual project or TCC Project may be terminated by means of an amendment.

ii. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Grantee. Work may resume only upon written SGC notification that the Stop Work Order has ended.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify SGC within ten (10) working days of issuing the order.

33. Health Impacts

If SGC has a reasonable concern about the public health impact of a Project Component, SGC may require Grantee to further study and mitigate the impact as directed by SGC. Section 13 of this Agreement, Payment Provisions, notwithstanding, Grantee may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

34. Termination for Convenience

Both SGC and Grantee have the right to terminate this Grant Agreement prior to the end of the grant term upon thirty (30) calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or Grantee to rectify any deficiency(ies) prior to the termination date.

i. Conditions of early termination:

a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

b. Upon receipt of notice from SGC of Termination for Convenience, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

d. If SGC elects to terminate the Grant Agreement under this section, but all aspects of Affordable Housing Development Capital Projects and Housing Related Infrastructure are otherwise found to be in compliance, SGC shall independently fulfill its obligations as to the Affordable Housing Development Capital Projects and Housing Related Infrastructure.

ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

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35. Governing Law and Venue

    This Grant Agreement will be governed by the laws of the State of California without regard to conflicts of law principles. Venue will be in Sacramento County, California.

36. Grantee Independence/Not an Agent of the State

    Grantee, and its employees, agents, Subcontractors, and Partners, in their performance of this Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

37. Indemnification

    Grantee agrees to indemnify, defend (with counsel reasonably approved by the State) and hold harmless the State, its employees, officers or agents from and against any and all third-party claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the State and its employees, officers or agents by a third party alleging that by virtue of the terms of this Grant Agreement, the State and its employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting gross negligence and intentional misconduct.

38. Waiver

    Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Grant Agreement. Grantee waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence and intentional misconduct of the State, its officers, agents, and employees. None of the provisions of this Grant Agreement will be deemed waived unless expressly waived in writing. No waiver or any breach of the Grant Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SGC to enforce at any time the provisions of this Grant Agreement or to require at any time performance by Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor affect the validity of this Grant Agreement or the right of SGC to enforce these provisions.

39. No Third-Party Beneficiaries

    This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

40. Force Majeure

    Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

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41. Expatriate Corporations

    Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

42. Corporation Qualified to do Business in California

    When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

43. Certificate of Compliance with Russia Sanctions

    Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as Attachment D-10, must be returned to SGC prior to any disbursement of grant funds.

    Additionally, should SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC."

44. Self-Dealing and Arm's Length Transactions

    All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

45. Relocation

    If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

46. Americans with Disabilities Act

    Grantee certifies that itself, its Partners, and Subcontractors comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).

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47. Non-discrimination Clause

During the performance of this Grant Agreement, Grantee, Partners, and Subcontractors will not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Grantee, Partners, and Subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Partners, and Subcontractors must comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee must ensure that itself, Partners, and Subcontractors give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

48. Drug-Free Workplace Certification

Grantee certifies that it will provide a drug-free workplace to employees of Grantee, Partners, and Subcontractors by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

ii. Establish a drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The organization's policy of maintaining a drug-free workplace;

   c. Any available counseling, rehabilitation, and employee assistance programs; and,

   d. Penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the Grant Agreement must:

   a. Receive a copy of the company's drug-free workplace policy statement; and,

   b. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

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49. Child Support Compliance Act

    Grantee recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

    Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. Environmental Justice

    In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code section 65040.12, subdivision (e).

51. Union Organizing

    By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

    i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.

    ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

52. Prevailing Wages and Labor Compliance

    Grantee certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A “public work” is the construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

    i. Grantee must ensure the following on “public work” activities under this Grant Agreement:

        a. Prevailing wages are paid;

        b. The project budget and invoices for labor reflects these prevailing wage requirements, or if exempt, provide the applicable exemption to SGC with the project budget; and

        c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

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ii. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.

iii. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

a. Grantee can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.

b. If Grantee is unsure whether the TCC Project or individual projects receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

c. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

53. Publicity

Grantee should acknowledge SGC in publications, websites, signage, invitations, and other media and public outreach products related to the TCC grant. SGC staff will provide SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to follow the TCC Grantee Publicity Guidelines provided by SGC (Attachment D-8). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please don't hesitate to contact your TCC Grant Manager.

A. Long-Form Materials

Long-form written materials are those that are more than 1,000 words in length, such as reports, should include the following standard language about SGC and TCC:

> *The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the California Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov.*

B. Short-Form Materials

Press Releases, Flyers, Social Media Posts, and Visual Materials: Any informational materials that do not qualify as long-form (less than 1,000 words), but include at least a paragraph of text, should include following language:

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*"[Project Name] is **supported** by California Strategic Growth Council's Transformative Climate Communities program with funds from California's General Fund.*

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging SGC support is not practical, Grantee should instead include the official logo of SGC, preceded by the words "Funded by."

See TCC Grantee Publicity Guidelines, Attachment D-8, for approved tags.

54. Right to Publish

i. Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.

ii. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code section 13989 *et seq.*), including but not limited to:

a. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code section 13989 *et seq*.

b. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:

(i) CSU ScholarWorks at the Systemwide Digital Library (http://www.calstate.edu/library), or

(ii) UC California Digital Library (https://www.cdlib.org/), or

(iii) PubMed Central (https://www.ncbi.nlm.nih.gov/pmc/).

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c. Grantee shall instruct the Principal Investigator to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:

(i) whether it was published,

(ii) where it was published,

(iii) when it was published,

(iv) when the 12-month period after publication expires; and

(v) where the manuscript will be available for open access.

d. The State shall retain information regarding all issued research grants that resulted in published works.

55. Copyrights

i. All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, in B, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

ii. Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

iii. SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

56. Recycled Contents Products

Grantee must ensure each Lead Entity certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

57. Severability

If a court of competent jurisdiction holds any provision of this Grant Agreement to be unlawful, unenforceable, or invalid in whole or in part for any reason, such provisions will be severed without affecting any other provision of this Grant Agreement. The validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

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58. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 15, 19, 20, 21, 22, 23, 24, 26, 28, 35, 36, 37, 52, 54, 55, 56, and 58.

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EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed Twenty-Two Million, One Hundred and Twenty-Five Thousand Dollars and Zero Cents ($22,125,000.00).

Total Leverage Funds

The total leverage funds for this grant will equal no less than Thirty-Six Million, Six Hundred and Eighty-Seven Thousand, Eight Hundred and Thirty-Two Dollars and Fifty-Eight Cents ($36,687,832.58).

Summary Budget

TCC Project Component	Lead Entity	Grant Funds	Leverage Funds
Grantee Costs	City of Coachella	$1,106,250.00	$0.00
#1 - Sixth Street Apartments	Chelsea Investment Corporation	$7,700,000.00	$36,047,919.00
#2 – Shared Mobility	LEAP/Bound	$955,680.00	$124,900.00
#3 – Bagdouma Wellness Hub	City of Coachella	$3,091,718.00	$0.00
#4 – Coachella Energy for All	GRID	$1,986,514.95	$125,000.00
#5 - Coachella Urban Greening Project	City of Coachella	$774,757.00	$0.00
#6 - Connecting Coachella	City of Coachella	$737,256.00	$0.00
#7- Sierra Vista Park	City of Coachella	$655,330.00	$0.00
#8 – Avenue 53 Tot Lot	City of Coachella	$655,012.00	$24,900.00
#9 - Veterans' Park and Dateland Park	City of Coachella	$908,997.00	$60,000.00
Community Engagement Plan	Alianza Coachella Valley	$1,106,250.00	$0.00
Workforce Development and Economic Opportunities Plan	Center for Employment Training/SCMF/UCC	$1,119,735.05	$305,113.58
Displacement Avoidance Plan	Kounkuey Design Initiative (KDI)	$663,750.00	$0.00
Indicator Tracking Plan	UC Berkeley Disaster Lab	$663,750.00	$0.00
	TCC Project Total	**$22,125,000.00**	**$36,687,832.58**

Special Conditions of Funding:

1.) City to provide updated Project Area map.

2.) See individual work plans for additional special readiness and reimbursement conditions

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Budget and Schedule of Deliverables for Grantee

Grantee Costs				
Description: Grantee will conduct all administration activities associated with this grant, including executing subrecipient agreements, coordinating with project partners, submitting bimonthly invoices and progress reports to SGC, completing all required annual and project completion reporting, updating the project website, and creating project marketing media materials.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Manage and Implement Coachella Prospera				
A. Assign Grant Managers from City of Coachella to be the lead contact through implementation	A: 2 FTE assigned to TCC Grant including one Project Manager	Grant Term	$1,106,250.00	$0.00
B. Oversee grant implementation	B: 1) Summary of meetings with Coachella Prospera Partners 2) Photos of grant implementation activities 3) Communications materials			
C. Coordinate with Partners on bimonthly and annual reporting and invoicing requirements	C: 1) Bi-monthly Invoices and Progress reports 2) Annual Reports 3) Project Completion Reports 4) Final Reports			
D. Manage website and publicity materials	D: 1) Documentation of active Coachella Prospera website 2) Summary of bimonthly publicity activities and materials			
Equipment (entire project)		Grant Term	$0.00	$0.00

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Grantee Costs				
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	$0.00	$0.00
		Grantee Costs Total	**$1,106,250.00**	**$0.00**

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Project #1: 6th Street Senior Apartments	**Strategy:** 1 - Equitable Housing and Neighborhood Development
Lead Entity: Chelsea Investment Corporation	**Developer:** Chelsea Investment Corporation

Project Description: 6th Street Senior Apartments is a 53-unit new construction senior project with 46 one-bedroom, 6 two-bedroom serving households with incomes ranging from 30-60 percent of Area Median Income (AMI), and one manager unit. Each unit will have standard appliances including, air conditioning, refrigerator, range, storage area, garbage disposal, balcony, and window coverings. On-site amenities include elevators, laundry facility, community room, community kitchen, computer room, high speed internet, and bicycle parking. Common areas such as the community room, community kitchen, and computer room will also include air conditioning. Off-site amenities, located within one half mile of the project include retail, social services, medical facilities, public parks, community center, public library, public schools, financial institutions, and a post office.

Project will achieve full electrification, earn LEED Gold Green Building status, is served by Qualifying Transit, provides 27 Secure Overnight Bicycle Parking spots, and has a verified net density of 59 units per acre.

Special Reimbursement Conditions: The $531,824 allocated to Sustainable Transportation Infrastructure (STI) and Programming (PGR) require Grantee and City of Coachella to conduct community engagement to identify needs and develop a new proposal and timeline for the additional project components. The proposal must follow AHSC funding guidelines and be approved by TCC Staff to be inserted in a grant agreement amendment prior to funds being expended**.**

AHD/HRI - Regarding the actual construction of housing and utilities, the Lead Entity must provide confirmation of 9% tax credits and an approved construction schedule within Year 1 of the grant. If this is not received, the feasibility of the project and allocated funds will be revisited.

Land Area: 0.9 acres	Estimated Residential Rental Area: 31,719 sqft
Number of Buildings: 1	Estimated Commercial Area: 4,742 sqft

Project Budget Summary

Project Component	Name	Grant Funds	Leverage Funds
AHSC AHD Budget	6th Street Senior Apartments	$6,145,608.00	$36,047,919.00
AHSC HRI Budget	6th Street Senior Apartments	$1,022,568.00	
AHSC STI Budget	6th Street Senior Apartments	$500,000.00	
AHSC PGM Budget	6th Street Senior Apartments	$31,824.00	
	Housing Project Total	**$7,700,000.00**	**$36,047,919.00**

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Project #1: 6th Street Senior Apartments	**Strategy:** 1 - Equitable Housing and Neighborhood Development	
	$7,168,176.00	*AHD/HRI - Amount for 25% Draws below

Affordable Housing Development (AHD) and Housing Related Infrastructure (HRI) Budget				
Major Tasks	**Deliverables/Milestones**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Escrow Closing and 25% Construction Completion (AHD & HRI Draw Request)				
A. Secure bond allocation and 9% tax credits from CDLAC and CTCAC	A: Resolution from CDLAC on bond allocation and reservation letter from CTCAC	Year 1	$1,792,044.00	$9,011,979.75
B: Prepare final construction documents	B: Final Construction Documents			
C. Close Escrow	C: Closing Statement			
D. Complete 25% of construction	D: Construction documentation verifying that 25% of the construction budget has been expended with supporting invoices and payment documentation			
E. Submit draw request to SGC for 25% of TCC AHSC AHD & HRI funds ($1,792,044)	E: Submit 1st draw request for 25% of TCC AHSC AHD & HRI funds ($1,792,044)			
Task 2: 50% Construction Completion (AHD & HRI Draw Request)				
A. Complete 50% of construction	A: Construction documentation verifying that 50% of the construction budget has been expended with supporting invoices and payment documentation	Year 1 - 2	$1,792,044.00	$9,011,979.75

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B. Submit 2nd draw request for 25% of TCC AHSC AHD & HRI funds ($1,792,044)	B: Submit 2nd draw request for 25% of TCC AHSC AHD & HRI funds ($1,792,044)			
Task 3: 75% Construction Completion (AHD & HRI Draw Request)				
A. Complete 75% of construction	A: Construction documentation verifying that 75% of the construction budget has been expended with supporting invoices and payment documentation	Year 2 - year 3	$1,792,044.00	$9,011,979.75
B. Submit 3rd draw request for 25% of TCC AHSC AHD & HRI funds ($1,792,044)	B: Submit 3rd draw request for 25% of TCC AHSC AHD & HRI funds ($1,792,044)			
Task 4: Project Completion (AHD & HRI)				
Final 25% ($1,792,044) of the requested funds will be released upon receiving applicable documents listed below: • Proposal for Management Agent. • Management Agreement. • Management Plan • Rental Agreement, exhibits and HCD Lease Addendum. • Appeal and grievance procedure. • Initial proposed operating budget and explanation of budgeted costs (electronic version required). • Schedule of Rental Income (electronic budget). • Updated preliminary title report (less than 30 days old). • ALTA Land Title "As Built" Survey (SGC must be named as a party to the transaction within the signed Surveyor's Certificate). • Partnership borrowers: all partnership agreement documents including amendments, LP-1, LP-2, loan authorization and certificate of status from Secretary of State. • Corporate managing general partner or borrower: articles of incorporation, by-laws, resolution, certificate of status from the Secretary of State (SOS).		Year 3	$1,792,044.00	$9,011,979.75

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• Limited Liability Company managing general partner or borrower: articles of organization, operating agreement, resolution, certificate of status from the SOS. • Documentation of Prevailing Wage Compliance. • Certification of Completion. • Architect's completion certificate. • Statement from borrower certifying receipt of all construction warranty documents and an itemization of these documents. • Temporary certificate of occupancy (Submit permanent certificate of occupancy to SGC upon completion; however, final payment will be not be contingent upon permanent certificate of occupancy). • Copy of recorded notice of completion. • Final audited cost certification - signed. • General Liability and Property Insurance copies. • Recorded deed of trust. • Signed checklist for jurisdiction's checklist.			
	Project Total	$7,168,176.00	$36,047,919.00

Affordable Housing Development & Housing Related Infrastructure Details

A) Scope of Work					
# of Bedrooms	**# of Units**	**AHSC Restricted**	**Income Limit (% of AMI)**	**Total Unrestricted Unit**	**Total Restricted Units**
1	17	0	60%		17
1	19	11	50%		19
1	10	10	30%		10
2	2	0	60%		2
2	3	3	50%		3
2	1	1	30%		1

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2	1		Manager	1	0
	53	**25**	**2.8**	**1**	**52**

B) AHD & HRI Milestones	
Performance Milestone	**Date**
Executed binding agreement between the Sponsor and developer of the Project detailing the terms and conditions of the Project development.	11/1/2025
Ultimate Site Control of Project site(s).	7/5/2023
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	7/5/2023
Obtaining all necessary and discretionary public land use approvals.	7/5/2023
Obtaining all enforceable construction funding commitments.	6/1/2025
Obtaining all enforceable permanent funding commitments including substantially final permanent loan documents, and Tax Credit syndication documents.	11/1/2025
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	5/1/2025
Commencement of construction.	11/1/2025
Construction complete and the filing of the Notice of Completion.	5/2/2027
Program funds fully disbursed.	12/31/2027

C) Overall Budget		
USES OF FUNDS	**Total Residential Sources/Costs**	**Total Commercial Sources/Costs**
LAND COST/ACQUISITION		
Land Cost or Value	$640,000.00	
Total Land Cost / Acquisition Cost	**$665,000.00**	
Predevelopment Interest/Holding Cost	$170,211.00	

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Assumed, Accrued Interest on Existing Debt (Rehab/Acq)		
NEW CONSTRUCTION		
Site Work	$1,002,317.00	
Structures	$14,023,258.00	$2,495,287.00
General Requirements	$611,598.00	
Contractor Overhead	$458,699.00	
Contractor Profit	$1,070,297.00	
General Liability Insurance		
Urban Greening	$200,000.00	
Other New Construction: Demolition		
Other New Construction: Environmental Remediation		
Other New Construction: Commercial Warm Shell & Associated Soft Costs		
Total New Construction Costs	**$17,366,169.00**	**$2,495,287.00**
ARCHITECTURAL FEES		
Design	$416,500.00	
Supervision	$100,000.00	
Total Architectural Costs	**$516,500.00**	**$0.00**
Total Survey & Engineering	**$417,000.00**	
CONSTRUCTION INTEREST & FEES		
Construction Loan Interest	$1,939,839.00	
Origination Fee	$1,000.00	
Bond Premium		
Cost of Issuance		
Taxes		
Insurance	$367,053.00	

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Other Construction Int. & Fees: Misc. Construction Finance Costs	$102,500.00	
Other Construction Int. & Fees: Loan Costs	$46,500.00	
Total Construction Interest & Fees	**$2,456,892.00**	**$0.00**
PERMANENT FINANCING		
Loan Origination Fee	$13,350.00	
Other Perm. Financing Costs: Misc. Perm Finance Costs	$5,000.00	
Other Perm. Financing Costs: City of Coachella Loan Fee		
Total Permanent Financing Costs	**$18,350.00**	**$0.00**
Subtotals Forward	**$21,610,122.00**	**$2,495,287.00**
LEGAL FEES		
Legal Paid by Applicant	**$240,000.00**	
Lender Legal	**$90,000.00**	
Financial App Consulting/Entitlement Consulting	$605,000.00	
Total Attorney Costs	**$605,000.00**	**$0.00**
RESERVES		
Operating Reserve	$135,528.00	
Additional Reserve	$31,824.00	
Total Reserve Costs	**$167,352.00**	**$0.00**
CONTINGENCY COSTS		
Construction Hard Cost Contingency	$1,021,794.00	
Soft Cost Contingency	$229,294.00	
Total Contingency Costs	**$1,251,088.00**	**$0.00**
OTHER PROJECT COSTS		

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TCAC App/Allocation/Monitoring Fees	$119,342.00	
Local Development Impact Fees	$7,770,691.00	
Permit Processing Fees	$548,000.00	
Marketing	$65,000.00	
Furnishings	$25,000.00	
Market Study	$11,925.00	
Accounting/Reimbursable	$62,500.00	
Appraisal Costs	$7,500.00	
Environmental Audit	$23,000.00	
Preconstruction Studies	$22,075.00	
GP Service Fee	$25,000.00	
Other Costs: Transit Passes		
Other Costs: Permanent Relocation		
Total Other Costs	**$8,680,033.00**	**$0.00**
SUBTOTAL PROJECT COST	**$32,313,595.00**	**$2,495,287.00**
DEVELOPER COSTS		
Developer Overhead/Profit	$2,500,000.00	
Total Developer Costs	**$2,500,000.00**	**$0.00**
HRI COSTS		
Demolition		
Erosion/Weed Control		
TOTAL SITE PREPARATION COSTS	**$ -**	**$ -**
Sanitary Sewer		
Potable Water		
Non-Potable Water		
Storm Drain		
Other Site Utilities (Specify): PG&E Costs		
TOTAL SITE UTILITIES COSTS	**$ -**	**$ -**

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Aggregate Base		
Asphalt Pavement		
Curb, Gutter, Sidewalk		
Street Lights		
Other Surface Improvements: Bioretention & Onsite Parking, Including EV Charging Stations		
TOTAL SURFACE IMPROVEMENTS COSTS	**$ -**	**$ -**
Irrigation		
Landscaping		
Playground Facilities and Tot Lots		
Other Landscape and Amenities (Specify): Community Garden		
TOTAL LANDSCAPE AND AMENITIES	**$ -**	**$ -**
Environmental Remediation		
TOTAL ENV. MITIGATION/REMEDIATION	**$ -**	**$ -**
Bicycle Facilities		
TOTAL TRANSIT COSTS	**$ -**	**$ -**
Water Facility		
TOTAL IMPACT FEES	**$ -**	**$ -**
HRI TOTAL PROJECT COSTS	**$ -**	**$ -**
AHD TOTAL PROJECT COSTS	**$34,813,595.00**	**$2,495,287.00**
TOTAL PROJECT COSTS	**$34,813,595.00**	**$2,495,287.00**

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Project #2: Shared Mobility	**Strategy:** 3.3 - Car Sharing and Mobility Enhancement
Lead Entity: LEAP Institute and Bound Corporation	
Project Description: This project aims to enhance sustainable transportation options through free rideshare programming and the strategic deployment of electric scooters and electric bicycles. Bound Corporation will add 100 e-scooters and 30 e-bicycles to a shared mobility program, addressing the transportation needs of low-income residents by providing green micromobility options. In high-demand areas, mobility stations will be strategically placed to provide shade, resting stops, and convenient access to e-bikes and e-scooters. LEAP Institute will also implement a Green Raiteros Rideshare Program using 15 7-passenger model Y Teslas in the Coachella Prospera project area.	
Operations & Maintenance Plan: Both Partners have provided Operations & Maintenance plans to implement ridesharing programs, including management of drivers, operational staff, and vehicles/equipment. LEAP O&M Plan includes a maintenance schedule for full service every 7,000 miles and as needed; per Bound's O&M plan, e-bikes and e-scooters will have inspections monthly or every 200 miles, whichever comes first.	
Special Reimbursement Conditions: Bound must finalize the program implementation plan before purchasing the equipment. This plan will include information on considerations such as bike/scooter hub locations; storage locations (if needed); operations & maintenance plan (including internal operations of bike/scooter charging, maintenance, relocation plans, etc.; and external operations such as policies and procedures for sign-ups, use of equipment, payment mechanisms/rates, etc.). This can build on similar information to the pilot agreement between the City and Bound. The program implementation plan must be approved by TCC staff before costs are allowable to purchase equipment and begin operations.	

Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Rideshare Program (The LEAP Institute)				
A. Recruit, Qualify, and Train fifteen (15) Rideshare Program Drivers	A. Summary report of drivers hired and trained	Project Completion Period	$348,800.00	$124,900.00
B. Establish and maintain records of participants, vehicles, EV chargers, fuel, maintenance, and other records such as Record number of riders per car, the number of rides, the average length per	B. Documentation of recordkeeping systems			

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Project #2: Shared Mobility		**Strategy:** 3.3 - Car Sharing and Mobility Enhancement		
ride, the description of the trip (medical, social service, or life enriching activity)				
C. Configure and Launch App for Rideshare Services and increase accessibility - systematic process and schedule to back-up participant reservation database(s) on a daily basis at a minimum.	C. Final app and summary of usage			
D. Obtain insurance approvals for electric vehicles from TCC	D. Proof of insurance			
E. Establish maintenance schedule for vehicles (every 7,000 miles there will be a full service complete)	E. Initial operations and maintenance logs			
F. Confirm preferred advertising and marketing methods and establish timeline for outreach	F. Report of methods and response to advertising and marketing methods			
G. Establish secure and safe home base parking for project vehicles	G. Proof of lease			
H. Recruit qualified candidates for the roles of Manager and Transportation Coordinator to help launch and administer the program	H. Recruitment and training log			
I. Launch program and begin operations and record usage	I. Summary reports of program operations and ridership			
Task 2: Micromobility Implementation (Bound Corporation)				
A. Purchase 100 e-Scooters, 30 e-Bikes, and 200 helmets (see equipment budget)	A. Log of e-Bikes and e-Scooters		$285,750.00	$0

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Project #2: Shared Mobility		**Strategy:** 3.3 - Car Sharing and Mobility Enhancement		
B. Conduct Annual Safety Workshops and Events on Bike and Scooter Safety (6 workshops total. Two (2) during the first year, one (1) for each additional grant funded year)	B. For Each Event: Event summaries including: Date/time/location; Outreach Materials; Summary of attendance and outcomes	Project Completion Period		
C. Configure and Launch App and Programming for e-Bikes/e-Scooters	C. Summary reports of program operations and ridership			
Task 3: Grant Administration & Community Outreach (LEAP, Bound, City of Coachella, and Alianza)				
A. Finalize Program Implementation Plan, including program policies and procedures for operations/maintenance and for external users (sample agreements, pricing structure, etc.)	A. Program Implementation Documents	Project Completion Period	$86,880.00	$0
B. Conduct Community Outreach and Information About Project	B. Documentation of outreach			
C. Indicator Tracking and Reporting	C. Bi-monthly and Annual Reports			
D. Invoicing and Progress Reports	D. Bi-monthly Invoices and Progress Reports			
Equipment (entire project)	100 e-Scooters 30 e-Bikes 30 e-Bike batteries	Project Completion Period	$141,000.00	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$93,250.00	$0
		Project Total	**$955,680.00**	**$124,900.00**

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Project #3: Bagdouma Wellness Hub		**Strategy:** 8 - Health Equity and Well-Being		
Lead Entity: City of Coachella + Desert Recreation District				
Project Description: The project will transform the Bagdouma Community Center into a Wellness Hub with programming and capital improvements. The City of Coachella will be responsible for construction of the capital improvements and will work in partnership with the Desert Recreation District who will be conducting community engagement to determine programming and design to ensure the Wellness Hub will be best utilized by the Project Area residents.				
Operations & Maintenance Plan: All park improvements will be maintained consistent with the City's Operations and Maintenance plan, to be developed and approved in Task 1.				
Special Reimbursement Conditions: Funding for Task 3 and 4 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, final project designs, and an Operations & Maintenance plan. These items will need to be sufficiently addressed and approved by TCC staff before costs are allowable to begin capital improvements.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Predevelopment (City of Coachella and Desert Recreation District)				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	December 2025	$282,560.00	$0
B. Submit Project Schedule demonstrating completion of Readiness within Year 1 and construction with Grant Term	B. Updated Project Schedule			
C. City building permits	C. Permits			
D. Design Plans for Bagdouma Park in alignment with broader park renovation and investment plans	D. 1) Documentation of general Bagdouma Park renovation plans 2) 100% Plans,			

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Project #3: Bagdouma Wellness Hub		**Strategy:** 8 - Health Equity and Well-Being		
	Specifications, and Estimates (PSE) for Wellness Hub and Park Renovations			
E. Bid the Project for Construction	E. Final Notice of Bid Selection			
F. Operations & Maintenance Plan	F. Operations & Maintenance Plan			
Task 2: Community Center to Wellness Hub (Desert Recreation District)				
A. Create Wellness Hub Programming -Conduct internal needs assessment, asset mapping, and kick-start hub work by implementing existing programs into the Wellness Hub Program Plan.	A. Wellness Hub Programming Plan	Project Completion Period	$600,000.00	$0
B. Conduct Community Needs Survey - Conduct multiple outreach efforts in order to obtain feedback and learn about community needs. Host 2 community meetings/workshops, collect 100 surveys, and facilitate online surveys.	B. For community workshops and outreach: A) Meeting Summary (date/time/location, number of attendees, summary of outcomes) B) Final Meeting Materials (curriculum, handouts) C) Publicity Materials (announcements, photos from key events)			
C. Finalize Needs Survey/Compile All Results - Identify programs, resources, event in high need from	C. Summary report of community needs outreach and results			

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Project #3: Bagdouma Wellness Hub		**Strategy:** 8 - Health Equity and Well-Being		
results. Identify barriers (financial, transportation, health, etc.)				
D. Phase I - Develop Partnerships and Collect Data through 4 community outreach efforts to include workshops, events, and onsite activities. Evaluating; Conduct a Community Needs Assessment and Develop a Community Asset Map with Partner Agencies.	D. Community Needs Assessment, Community Assessment Map, Summary Report of Outcomes			
E. Phase II - Engage Core Stakeholder Group by conducting 3 community partnership engagement meetings, facilitate 3 community outreach activities, and 3 community health and wellness activities. Activities will include the identify vision and objective that center and advance equity within our sphere of influence.	E. Summary information from activities (activity/event schedule etc.), Vision and Objective statements.			
F. Phase III - Define Key Strategies and Develop Action Plans	F. Final report on wellness center engagement, programming, and plans			
Task 3: Bagdouma Park: Capital Improvements to Community Center at Bagdouma Park (City of Coachella)				

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Project #3: Bagdouma Wellness Hub		**Strategy:** 8 - Health Equity and Well-Being		
A. Finalize detailed budget proposal to determine eligibility of wellness center costs	A. 1) Detailed budget updates and Post-Award Consultation (PAC) Status Trackers responding to TCC questions about Bagdouma budget and work plan 2) Approval from TCC Staff to move forward with final proposal	January 2025 - January 2028	$1,833,780.00	$0
B. Rehabilitation of Bagdouma Community Center	B. Final Notice of Completion			
Task 4: Bagdouma Park: - Install New Swingset at Bagdouma Park (City of Coachella)				
A. Purchase and Order New Swingset with Inclusive Features	A. Proof of purchase	January 2025 - January 2028	$110,000.00	$0
B. Install New Concrete Footings for Swingset	B. Installation photos of Concrete Footings			
C. Install New Swingset and Complete Project	C. Installation photos of Swingset and Complete Project			
Task 5: Project, Contract, and Grant Management				
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and Partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	$10,000.00	$0

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Project #3: Bagdouma Wellness Hub		**Strategy:** 8 - Health Equity and Well-Being		
Equipment (entire project)				
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$0	$0
Contingency		Project Completion Period	$255,378.00	$0
		Project Total	**$3,091,718.00**	**$0**

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Project #4: Coachella Energy for All		**Strategy:** 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
Lead Entity: GRID Alternatives Inland Empire				
Project Description: GRID Alternatives Inland Empire (GRID) will install 294 kW-DC of installed solar capacity for approximately 75 single-family homeowners in the Project Area (average system size of 4.2kW per home, $4.49/W). GRID commits leveraged funds to overcome barriers to solar readiness and provide electric upgrades beyond available TCC repair funds. These services may include electrical main service panel upgrades, electric vehicle charging infrastructure, and cool roofing repair. Roofing materials used will have high solar reflectance and thermal emittance properties, and Solar Reflective Index equal or greater than CEC requirements for the building climate zone (SIR < 75). By installing CRRC-rated cool roof products, the home will be more energy efficient, thereby further decreasing the production of associated air pollution and GHG.				
Operations & Maintenance Plan: GRID provides a 10-year labor warranty for any operation and maintenance issues that may arise starting from the date of installation. Additionally, the third-party owner SunRun provides a five-year roof penetration warranty, and a 25-year no-cost repair warranty. GRID warranties all equipment for a period of 10 years, and for a period of 25 years if equipment is SunRun approved through our third-party owner model. These warranties do not cover issues unrelated to the solar system or any pre-existing conditions. GRID extends multiple equipment warranties, including a module warranty for 15 years, an inverter warranty for 10 years, a racking warranty for 10 years, and an optimizer for 10 years. This ensures a long life of service for the solar equipment and resiliency of the project infrastructure. GRID will monitor the system using Enphase's Enlighten technology, which will notify our staff when the system is not performing adequately. GRID will provide solar clients post-installation training, including instructions on how to read their utility bill, as well as how to operate, clean and maintain the system. Under a third-party owner prepaid power purchase agreement (PPA), the benefitting low-income households continue to be responsible for keeping greenery trimmed, not permitting any condition that would cause the solar system to not operate as intended. The homeowners are responsible for notifying GRID if there is a problem, such as damage, disturbance, or theft of the solar system, so it can be addressed swiftly.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Pre-Construction: Outreach and Design & Permitting				

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Project #4: Coachella Energy for All		**Strategy:** 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
A. Outreach: Implement community engagement strategies in the Project Area to raise awareness of Coachella Prospera's no-cost Energy for All Program through community events, canvassing, direct mail, digital and print advertising, tabling, etc.	A. Summary of Community Engagement/Education conducted and people reached	Project Completion Period	Included in Price/KW Rate*	$0
B. Outreach: Conduct pre-screens to confirm eligible single-family properties in the Project Area	B. Application submissions			
C. Outreach: Secure client data, including usage and sign contracts with property owners/program applicants	C. Completed contract for system installations			
D. Design: Conduct site visits to determine roof and electrical needs, conduct shade analysis and take measurements to inform design process; Finalize solar PV system designs, complete needed roof and electrical repairs (if applicable) and secure building permits and other approvals as appropriate	D. Completed Solar PV Design Building permit received from City of Coachella			
Task 2: Construction and Post Construction				

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Project #4: Coachella Energy for All		**Strategy:** 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
A. Construction: Install solar PV systems and commissioning of the system on 75 low-income single-family homes	A. 1) Bimonthly summary reports of household progress that period, including (but not limited to): address, method of contact/intake, date of assessment, date permits pulled, date of installation, number of kW installed, final inspection report date, and connection date 2) Final summary table that logs all participating residents, dates installed, and # of kW installed	Project Completion Period	$1,986,514.95	$125,000.00
B. Post-Construction: Conduct post-installation follow-up including inspection, permission to operate, homeowner training/bill savings	B. Warrantee information delivered to homeowner			
C. Post-Construction: Project and Contract management and reporting	C. Project and Contract management and reports/invoices based on installation date submitted as required	Project Performance Period		
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.		$0	$0

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Project #4: Coachella Energy for All	**Strategy:** 4 - Solar Installation, Energy Efficiency, and Appliance Electrification	
Project Total	**$1,986,514.95**	**$125,000.00**
***Project Partner has been approved for a rate of $4.49 per watt ($4488.14 per kilowatt) of completed installations. The rate includes outreach, personnel, installation labor, installation tasks and supplies, and solar installation equipment.**		

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Project #5: Coachella Urban Greening Project		**Strategy:** 7 - Urban Greening and Green Infrastructure		
Lead Entity: City of Coachella				
Project Description: The project will plant **286 low-water trees, 99 low-water shrubs, and 3100 square feet** of low-water desert landscaping. This will include trees to be planted at the Coachella Transit Hub and along Fifth Street near the Transit Hub, as well as street tree plantings, and tree giveaways for residents who participate in workshops on tree watering and maintenance. For the transit hub and street trees, complete water efficient irrigation systems will be installed along with desert landscape.				
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CAL FIRE, as noted in reimbursement conditions below.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approve by certified urban forester, consultation with the Regional Urban Forester, final project designs, and an Operations & Maintenance plan aligned with CalFire standards for tree care. For the trees planted in public ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period (3 years). For the trees to be given to residents, the Urban Conservation Corps must provide a sample of the resident training curriculum and homeowner agreement to properly establish and care for the trees received.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
TASK 1: Predevelopment Activities				
A. Coordinate with City of Coachella regarding approval to plant. Activities include CEQA and city permitting (plantings are completely within city ROW)	A. CEQA Notice of Exemption (NOE) and street tree planting permit	Project Completion Period	$25,092.00	$0

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Project #5: Coachella Urban Greening Project		**Strategy:** 7 - Urban Greening and Green Infrastructure		
B. Finalize project tree palette in consultation with the City and Regional Urban Forester and informed by site walks of prioritized project planting locations.	B. Project tree palette approved by City & Regional Forester			
C. Complete preliminary geographic project plans and design.	C. Project maps and design specifications			
D. Submit tree planting work plans for City approval detailing proposed tree species, locations and planting dates. Tree location and species will be made on a street-by-street basis, with considerations that include parkway size, overhead utilities, uniformity with current trees as well as species diversity, availability of good nursery stock, and City and community input.	D. City approval of site specific planting plans			
E. Hire & train five (5) workforce development program team members for UCC. Team members must be from the Coachella Prospera project area and demonstrate an interest in pursuing arboriculture, forestry, and/or any other environmental related field.	E. Proof of hire & training			
F. Confirm Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	F. Operations & Maintenance Plan			
TASK 2: Community Engagement (in partnership with Urban Youth Conservation Corps and Alianza)				

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Project #5: Coachella Urban Greening Project		**Strategy:** 7 - Urban Greening and Green Infrastructure		
A. Plan, promote and execute a series of project "kick-off events" with the City, community, and project partners to facilitate community input regarding tree planting plans. Community input will be solicited through engaging methods such as poster boards on which community members can indicate planting plan preferences.	A. Event summaries including: Date/time/location; Outreach Materials; Summary of attendance and outcomes	Project Completion Period	$328,770.40	$0
B. Develop and implement a community engagement plan to accomplish the following: Conduct targeted outreach to residents through community events and canvassing on prioritized project routes to promote adoption of trees in their parkway (where feasible) and to solicit input on planting plan specifics. Provision of community input shall be informed through educational materials describing the benefits of expanded tree canopy. Community input shall be recorded on surveys administered electronically to facilitate subsequent compilation and analysis. Promote the project and recruit volunteers through high schools, faith-based groups, CBOs and their constituents. Coordinate with the City to ensure all residents adjacent to street tree planting locations are informed regarding planting activities. Community members will receive	B. 1) Educational materials. 2) Summary reports of community and stakeholder engagements metrics such as number of people engaged, opt in and out results, secured commitments for yard retrofit program.			

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Project #5: Coachella Urban Greening Project		**Strategy:** 7 - Urban Greening and Green Infrastructure		
leave-behinds with details on recommended care activities and care and watering schedule, and provided with a watering bucket to encourage critical watering during establishment term.				
C. Conduct targeted outreach and hold community events for tree giveaway (254 trees). During these events, community members will receive one 25-gallon tree to plant in their own yards. Events will include a workshop on recommended care activities and watering schedule.	C. Log of trees distributed to residents who have completed tree care training			
Task 3: Construction/Tree Installation				
A. RFP & Selection of Contractor for Urban Greening Project	A. 100% Plans, Specifications, & Estimates (PSE)	Project Completion Period	$282,425.00	$0
B. Complete tree/landscape installation at Transit Hub and along Fifth Street Paseo from Transit Hub	B. Final Notice of Completion, Photos of Planted Trees			
TASK 4: Project Management, Grant Administration, Data Tracking, and Reporting				
A. Project progress reports and invoicing	A. Reports and invoicing	Project Completion Period	$89,479.60	$0
B. Coordinate with partners and funders regarding project planning and implementation, task scheduling, budget management and invoicing. Attend partner meetings.	B. Summary of partner/stakeholder coordination			

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Project #5: Coachella Urban Greening Project		**Strategy:** 7 - Urban Greening and Green Infrastructure		
C. Reoccurring Meetings with Grantee and Subcontractor	C. Bi-monthly and Annual Reports			
D. Indicator Tracking and Reporting	D. Indicator tracking and reporting			
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$48,990.00	$0
		Project Total	**$774,757.00**	**$0**

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Project #6: Connecting Coachella		**Strategy:** 3.1 - Active Transportation		
Lead Entity: City of Coachella				
Project Description: Add 5,100 LF of Class II Green Bike Lanes along Shady Lane between Avenue 52 and Ninth Street and Orchard Avenue between Ninth Street and Shady Lane. Construct missing sidewalk links along Grapefruit Blvd between Ninth Street and Bagdad Avenue, only if budget allows after Bike Lanes are added.				
Operations & Maintenance Plan: City of Coachella will provide O&M per City's normal maintenance plan.				
Special Reimbursement Conditions: Completion of Task 1 and 2 predevelopment activities to be completed prior to construction, and no later than Year 1. Predevelopment activities include Notice of Exemption and plans, specifications and engineer's estimates.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Predevelopment - CEQA Permit				
A. CEQA -File Notice of Exemption	A. Completed and approved permits	January - March 2025	$100.00	$0
Task 2: Plans, Specifications and Engineer's Estimates				
B. Develop final plans, specifications and engineer's estimates to complete a packet for construction of proposed bike lanes and sidewalks. This would require an RFP for professional services to hire three consultants for the duration of one year.	B. Complete approved final PS&E Package	January - October 2025	$70,000.00	$0
Task 3: Construction of ATP elements				
A. Construction: Shady Lane Class II Bike Lanes	A. Notice of Completion Photos of completed bike lanes	Project Completion Period	$565,650.00	$0
B. Construction: Orchard Ave Class II Bike Lanes	B. Notice of Completion Photos of completed bike lanes			

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Project #6: Connecting Coachella		**Strategy:** 3.1 - Active Transportation		
C. Construction: Grapefruit Blvd. Sidewalk (Only if budget allows after addition of Bike Lanes)	C. Notice of Completion Photos of completed sidewalks			
TASK 4: Project Management, Grant Administration and Reporting				
Project team check-ins, quarterly project team and City check-ins, bi-monthly invoicing and progress reports, indicator tracking, and final reports	A. Bi-monthly invoices and progress reports, annual reports and final reports.	Project Completion Period	$40,855.45	$0
Contingency		Project Completion Period	$60,650.55	$0
Equipment (entire project)		Project Completion Period	$0.00	$0
Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$0.00	$0
		Project Total	**$737,256.00**	**$0**

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Project #7: Sierra Vista Park	**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness
Lead Entity: City of Coachella	
Project Description: The project will provide capital improvements, including pre-fab restroom, drinking fountain, bicycle repair kiosk and ADA sidewalk at Sierra Vista Park. Park greening will include 8 trees, 24 shrubs, and the installation of1600 square feet of desert landscaping, and irrigation at Sierra Vista Park.	
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CalFire, as noted in reimbursement conditions below. All park improvements will be maintained following the city's Operations and Maintenance plan.	
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approved by a certified urban forester, consultation with the Regional Urban Forester, final project designs, and Operations & Maintenance plan aligned with CAL FIRE standards for tree care. For the trees planted in the park and in the ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period.	

Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	Year 1	$15,000.00	$0
B. Design Plans for Sierra Vista	B. 100% Designs, Specifications, and Estimates			
C. City permits	C. Permits			

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Project #7: Sierra Vista Park		**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
D. RFP & Selection of Contractor for Sierra Vista Park	D. Final notice of bid selection			
E. Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	E. Operations & Maintenance Plan			
Task 2: Sierra Vista - Park Improvements				
A. Remove Existing Restroom	A. Final Notice of Completion; Photos	Years 1-3	$520,000.00	$0
B. Remove + Replace Concrete Foundation				
C. Adjust Utility Connections				
D. Purchase and Install Pre-fabricated Restroom Building				
E. Drinking Fountain and Bicycle Repair Kiosk				
F. ADA Accessibility to Restroom				
Task 3: Sierra Vista - Urban Greening				
A. Park renovation and urban greening at Sierra Vista Park	A. 1) Final Notice of Completion; 2) Before/After photos of improvements	Project Completion Period	$55,300.00	$0
B. Tree watering and establishment	B. Log of tree watering and maintenance			
Task 4: Project, Contract, and Grant Management				

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Project #7: Sierra Vista Park		**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	$10,000.00	$0
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$0	$0
Contingency (Not to exceed 10%)		Project Completion Period	$55,030.00	$0
		Project Total	**$655,330.00**	**$0**

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Project #8: Avenue 53 Tot Lot	**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness
Lead Entity: City of Coachella	
Project Description: The project will provide capital improvements, including a shade structure, 2 picnic tables, trash cans, benches, safety lighting, playground equipment, a swingset and a safety fence. Park greening will include 6 trees, 18 shrubs, 500 square feet of desert landscaping, and irrigation at the Avenue 53 Tot Lot.	
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CalFire, as noted in reimbursement conditions below. All park improvements will be maintained consistent with the City's Operations and Maintenance plan.	
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approve by certified urban forester, consultation with the Regional Urban Forester, final project designs, and Operations & Maintenance plan aligned with CAL FIRE standards for tree care. For the trees planted in the park and in the ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period.	

Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	Year 1	$5,000.00	$24,900.00
B. Design Plans for Sierra Vista	B. 100% Designs, Specifications, and Estimates			
C. City permits	C. Permits			

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Project #8: Avenue 53 Tot Lot		**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
D. RFP & Selection of Contractor for Ave 53 Tot Lot	D. Final notice of bid selection			
E. Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	E. Operations & Maintenance Plan			
Task 2: Park Improvements Tot Lot on Avenue 53 + Calle Empalme				
A. Prepare site for construction by replacing existing playground equipment with new playground equipment. This includes 1 large playground structure, 1 swingset, 1 zipline, and 4 smaller pieces of play equipment. Install new shade structure, purchase and install 2 picnic tables, 5 benches, 4 trash cans, 8 safety lighting. Remove and install new safety fence.	A. Final Notice of Completion	Years 1-2	$549,070.00	$0
Task 3: Urban Greening at Tot Lot on Avenue 53/Calle Empalme				
A. Park renovation and urban greening at Ave 53 Tot Lot	A. 1) Final Notice of Completion; 2) Before/After photos of improvements	Project Completion Period	$31,850.00	$0
B. Tree watering and establishment	B. Log of tree watering and maintenance			
Task 4: Project, Contract, and Grant Management				

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Project #8: Avenue 53 Tot Lot		**Strategies:** 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	$10,000.00	$0
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$0	$0
Contingency (Not to exceed 10%)		Project Completion Period	$59,092.00	$0
		Project Total	**$655,012.00**	**$24,900.00**

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Project #9: Veterans' Park and Dateland Park		**Strategy: 8 -** Health Equity and Well-Being		
Lead Entity: City of Coachella				
Project Description: The project will include capital improvements and enhanced recreational access to 2 neighborhood parks throughout the Coachella Prospera project area: Veterans' Park and Dateland Park.				
Operations & Maintenance Plan: All park improvements will be maintained consistent with the City's Operations and Maintenance plan.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, final project designs, and an Operations & Maintenance plan. To ensure the eligibility and sustainability of investments at both proposed project sites, the City must also provide information on the broader plans for these parks, including whether any other park renovations are being conducted or planned at these sites. For the proposed Splash Pad, the City must develop a proposal to ensure sustainable water use to the extent possible for TCC staff to approve.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption (NOE)	Year 1	$10,000.00	$60,000.00
B. Design improved Skateboard area in Dateland Park in alignment with broader park renovation and investment plans	B. 1) Documentation of general Dateland Park plans 2)100% Plans, Specifications, Estimates for improved skate area			
C. Design Plans for Veterans' Park Splash Pad in alignment with broader park renovation and investment plans	C. 1) Documentation of general Dateland Park plans 2)100% Plans, Specifications, Estimates for improved skate area			

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Project #9: Veterans' Park and Dateland Park		**Strategy: 8 -** Health Equity and Well-Being		
D. City permit process	D. Permits			
E. Operations & Maintenance Plan	E. Operations & Maintenance Plan			
Task 2: Health and Well-Being - Dateland Park Rehabilitation of Skate Area Elements				
A. Community outreach: Engage the Youth About Improvements by conducting one pop-up and one workshop	A. Summary of community outreach activities and outcomes	Years 1-3	$200,000.00	$0
B. Remove Existing skate bowl and install new equipment including 1 new skate bowl, 1 fun box, 1 little launcher,	B. Final Notice of Completion; Photos			
Task 3: Health and Well-Being - Install New Splash Pad at Veterans' Memorial Park				
A. Landscape Restoration	A. Documentation of landscape improvements at Veterans' Memorial Park	Years 1-3	$607,270.00	$0
B. Install new Splash Pad	B. Final Notice of Completion; Photos			
Task 4: Project, Contract, and Grant Management				
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	$10,000.00	$0

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Project #9: Veterans' Park and Dateland Park		**Strategy: 8 -** Health Equity and Well-Being		
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$0	$0
Contingency (Not to exceed 10%)		Project Completion Period	$81,727.00	$0
		Project Total	**$908,997.00**	**$60,000.00**

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Budget and Schedule of Deliverables for Transformative Plans

Community Engagement Plan		**Lead Entity:** Alianza Coachella Valley		
Plan Description: Alianza Coachella Valley will coordinate, lead, and implement a multi-layered community engagement plan to ensure that the community's feedback throughout the City of Coachella TCC Projects' scope of work is received and implemented. This includes learning exchanges, surveys, focus groups, advisory council, and canvassing to inform residents about housing project, health & well-being, workforce development, rooftop solars, urban greening opportunities, and other grant-related projects.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Community Engagement & Outreach				
A. Finalize the TCC 5-year community engagement plan and needed reports. To be completed and presented to partners for review by month 1.	A. Final Draft Community Engagement Plan	Project Completion Period	$578,309.50	$0
B. Conduct ongoing project-related outreach to inform residents about projects. (Ex: Door to door canvassing, texting app, etc.)	B. Bimonthly Outreach data logs; survey data			
C. Hold the first learning exchange/workshop to announce the beginning of Coachella Prospera's project(s), timeline of completion, ways for community involvement and more.	C. Meeting Summary including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			

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Community Engagement Plan		**Lead Entity:** Alianza Coachella Valley		
D. Hold learning exchanges/workshops 2-4, which will be held at various project sites throughout the grant period in the City of Coachella. (1 learning exchange per year. Total of 5)	D. Meeting Summaries including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			
E. Customize engagement per strategy to collect feedback about implementation. (Ex: Surveys, pop up events, participatory budgeting, etc.) **On a rolling basis and will be frequently evaluated to ensure that the community engagement strategies align with community needs for successful engagement.	E. Summary of engagement updates including but not limited to: Survey data, number of residents in attendance, feedback and changes implemented.			
F. Create an advisory council that will include elders, adults, and youth. It will be the backbone of our community engagement plan by providing a platform for governance, capacity building training, along with decision-making processes	F. Documentation of advisory council establishment (i.e. Bylaws, Roles and Responsibilities, Agreements)			

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Community Engagement Plan		**Lead Entity:** Alianza Coachella Valley		
and oversight for projects' scope of work.				
G. Maintain the advisory council that will include elders, adults, and youth. Meeting dates and locations TBD by the advisory council during month 3	G. Bimonthly Meeting Summaries including but not limited to: Number of residents in attendance, survey data, date/time/location, summary of outcomes			
H. Hold the last learning exchange/workshop for Coachella Prospera at the Coachella Library to wrap up the projects and inform the community of all that has been done throughout the 5 years. As well as to go over what comes next.	H. Meeting Summaries including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			
Task 2: Communications				
A. TCC 5-year communications plan completed and presented to Partners for review by month 2.	A. Final Draft of Communication Plan.	Project Completion Period	$357,240.50	$0
B. Release a minimum of forty-eight (48) branded social media messages per year (via Facebook, Twitter,	B. Bimonthly update of Number of social media messages and engagement statistics			

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Community Engagement Plan		**Lead Entity:** Alianza Coachella Valley		
and Instagram) **On a rolling basis				
C. Release radio station advertisements of 30 seconds each, in two languages (English and Spanish), to inform the community of projects and provide information for feedback events/opportunities. (Estimated around 30 ads)	C. Summary report of radio marketing (in progress reports)			
D. Work with the City of Coachella to update the project website on a rolling basis to highlight and provide information on projects' scope of work.	D. Summary of updates and links to relevant web pages			
E. Design and release 2 billboards. One for the start of the initiative and one to announce the completion of the scopes of work.	E. Documentation of billboard announcements			
F. Design and disburse 20,000 pieces of collateral and educational materials. (Ex: Door hangers, flyers, pamphlets, guides, etc.) **On a rolling basis (As	F. Bimonthly Outreach Summary including but not limited to: Number of touches/in-person contact made with community members and number of attendees at events where materials will be disbursed			

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Community Engagement Plan		**Lead Entity:** Alianza Coachella Valley		
needed for various stages of the projects)				
Task 3: Project & Grant Management				
A. Reoccurring Meetings with Grantee and Contractor	A. Progress Report Updates	Project Completion Period	$52,200.00	$0
B. Indicator Tracking and Reporting	B. Bi-monthly and Annual Reports	Grant Period		
C. Invoicing and Progress Reports	C. Bi-monthly Invoices and Progress Reports	Project Completion Period		
Equipment (entire project)		Project Completion Period	$0.00	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$118,500.00	$0
		Plan Total	**$1,106,250.00**	**$0**

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Workforce Development and Economic Opportunities Plan (WDEOP)	**Lead Entity:** Center for Employment Training
Plan Description: The proposed project aims to provide high-quality career pathways for those with barriers to employment in high-paying industries that are proven in demand to ensure that students retain employment in jobs that lead to self-sufficiency and economic independence. Students will work directly with CET staff to ensure they receive supportive services, such as financial assistance, individualized education plans, and alternative resources through our active referral network.	
Special Reimbursement Conditions: 1) Completion of Task 4B and TCC review and approval of CET's final proposed course curriculum (including structure, length, accreditation, etc.) before building out the lab. 2) Task 2: TCC review and approval of the breakdown of equipment and supplies costs will be required to ensure cost eligibility before the buildout of the electrician training lab. 3) TCC review and approval of breakdown of staff and other costs included in the $682,250 line item for Task 2 (CET Career Pathway Programs). **Workforce Training Reimbursements:** For programs where TCC is directly funding trainee stipends or course fees/tuition, reimbursement will only be provided for trainees who complete 85% or more of committed training hours or receive employment in the field of training. Each training partner must establish systems to track and report the progress of trainees for reimbursement and deliverable tracking.	

Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Outreach and Program Management (CET) **Note: This task is budgeted/administered through Task 2**				
A. Conduct outreach in the Project Area through flyers, social media, and community events	A. Bimonthly summary report of outreach activities, including flyering, social media posts and engagement, and community events	Project Completion Period	$0	$0
B. Conduct Orientations/Tours for minimum of 150 residents	B. Log of recruitment and orientations			

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
C. Coordination Strategy with WDEOP Team and Coachella Prospera	C. Monthly Coordination Meetings; Centralized Outreach Calendar, Creation of Outreach Teams, Feedback Surveys			
D. Annual Review - (Review completion rates and assess factors that lead to trainees dropping out of training program; consider if stipend structure or additional support may address that.)	D. Annual Review of Completion Rates and Strategies			
E. Grant Administration and Reporting	E. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Task 2: Enroll Individuals in CET Career Pathway Programs				
A. Administer assessment test and create Individual Employment Plan for every student (goal of 62 enrollments)	A-F. Log of trainee enrollments, individual employment plans, training progress, and services provided	Project Completion Period	$686,250.10	$0
B. Enroll 22 students in Green Building Construction Skills				
C. Enroll 30 students in HVAC Technician & Green Technology				

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
D. Enroll 10 students in Electrician (Residential & General)				
Task 3: Place Graduates in Employment (CET) **Note: This task is budgeted/administered through Task 2**				
A. Students complete Job Prep competency (goal of 46 student)	A-E. Log of job readiness training, job placements, and wrap-around services for students placed in jobs	Project Completion Period	$0	$0
B. Assist students with Resume (goal of 46 students)				
C. Provide Job Placement Assistance (goal of 46 students)				
D. Place graduates in employment (goal of 38 graduates)				
E. Follow-up with students for retention for a minimum of 1 year (goal of 62 students)				
Task 4: Implement a New CET Electrician Training Course **Note: This task is budgeted/administered through Task 2**				
A. Conduct Labor Market Study	A. Labor Market Study	Project Completion Period	$0	$16,659.26
B. Submit application for program approval to COE, BPPE, DE, VA	B. Approvals of course curriculum (structure, length, accreditation, etc.)			
C. Hire qualified instructor	C. Summary of Staff Hired			

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
D. Build and equip Electrician lab	D. 1) Final designs and equipment funding proposals for TCC approval 2) Documentation of completed electrician lab			
E. Obtain CA Dept. of Industrial Relations approval	E. Documentation of Approval			
F. Begin enrolling students in the Electrician program (goal of 10 enrollments - same as Task 2.D.)	F. Log of trainee enrollments, individual employment plans, training progress, and services provided			
Task 5: Implement GRID Alternatives Installation Basics Training Program				
A. Recruit participants in and near the project map area in collaboration with TCC Coachella and other local community partners	A. Summary report of recruitment activities and applications received	Project Completion Period	$102,136.55	$17,250.00
B. Select trainees and determine eligibility for forty (40) paid opportunities on GRID builds	B. Log of trainees on GRID solar residential projects, at 16 hours per project for a total of 880 hours of paid job training			
C. Execute training program	C. Trainees to learn and work on-site under GRID supervision			
D. Provide Case Management	D. Log of trainee support on job readiness and career search			
E. Place 5 trainees in jobs	E. Log of job placements			

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
F. Grant Administration and Reporting	F. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Task 6: Implement GRID Alternatives SolarCorps Fellowship Program				
A. Recruit and hire three (3) Solar Fellows	A. Summary of recruitment activities completed and hired Fellows	Project Completion Period	$0	$132,683.08
B. Execute training program	B. Report on training program activities			
C. Provide Case Management	C. Log of trainee support on job readiness and career search			
Task 7: Implement UCC Track B programs				
A. Recruit and train participants in and near the Project Area, ages 18-26, to participate in on-the-job training in industries supporting a net-zero economy, including urban forestry/greening, sustainability, and conservation. (goal of 30 participants - 80% from Project Area)	A. Summary of recruitment activities completed, applications received, program participants enrolled	Project Completion Period	$178,572.19	$138,521.24
B. Enroll corpsmembers in UCC program and Charter School as needed	B-C. Log of trainee enrollments, individual employment plans, training progress, and services provided			
C. Enroll corpsmembers in training Track B training programs				

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
D. Provide paid job training and work experience on 50 conservation projects to young people ages 18-26 through the Urban Conservation Corps	D. Log of training provided, work experiences, and conservation projects			
E. Provide career exploration, support services, and case management for up to 30 young people	E. Log of support services completed			
F. Provide young people aged 18-26 in need of a High School diploma the opportunity to earn their diploma with John Muir Charter School, onsite at the UCC Coachella Valley site	F. Summary report of trainees receiving diploma support			
G. Grant Administration and Reporting	G. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Equipment (entire project)	Equipment for electrician training lab is contingent on approved proposal	Project Completion Period	$107,142.76	$0
CET Indirect Costs (Task 4)	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement. (Note - CET indirect only for lab buildout less any equipment costs that exceed $5,000)	Project Completion Period	$12,857.14	$0

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Workforce Development and Economic Opportunities Plan (WDEOP)		**Lead Entity:** Center for Employment Training		
UCC Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement	Project Completion Period	$21,427.81	$0
GRID Indirect	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement	Project Completion Period	$11,348.50	$0
		Total Indirect Costs	**$45,633.45**	**$0**
		Plan Total	**$1,119,735.05**	**$305,113.58**

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Displacement Avoidance Plan		**Lead Entity:** Kounkuey Design Initiative		
Plan Description: The Displacement Avoidance Plan (DAP) outlines a range of strategic policies and programs that respond to the priorities of vulnerable tenants and small businesses and help them stay in place to reap the benefits of a more sustainable, climate-resilient city. At the heart of the DAP is a commitment to inclusive outreach and engagement, cultivation of leadership and decision-making capacity among residents and small business owners, and policy development tailored to project area needs.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: DAP Coordination and Grant Management				
A. Project Team Coordination and Reporting, including monthly internal KDI project team check-ins, quarterly DAP project team and City officials check-ins, invoicing and bi-monthly progress reports, indicator tracking and final reports	A. Bimonthly invoices and progress reports, annual reports and final reports	Project Completion Period	$63,698.00	$0.00
B. Regular check-in calls and communication with City staff and local elected officials regarding proposed policies and programs	B. Summary report of local partnerships and communications			
C. External communications like interviews, panel participation, webinars and city media campaigns for the purpose of project outreach and engagement.	C. Summary of communications completed in progress reports			
Task 2: Community Education, Outreach and Engagement				
A. Fair Housing Council of Riverside County will conduct education on fair housing laws and landlord tenant rights and responsibilities, provide information materials on fair housing, educate tenants and housing providers on how to properly handle request for reasonable accommodations or modifications.	A. Outreach and educational materials, summary of tenant education performed	Years 1- 3	$156,855.00	$0

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Displacement Avoidance Plan		**Lead Entity:** Kounkuey Design Initiative		
B. FHCRC will provide mediation and conciliation services associated with housing disputes	B. Summary of mediation and conciliation services provided/conducted			
C. FHCRC will conduct community presentations at community events and participate in outreach activities. Approximately two workshops a year for three years, and presentations at one community events per year for three years and participate in various other outreach activities.	C. Summary of events & outreach efforts			
D. KDI will produce graphically engaging materials (e.g. tenants rights pamphlets) that make technical information accessible to people of all abilities for all DAP tasks and will be translated to Spanish	D. Outreach Materials			
Task 3: Small Business Alliance				
A. Kounkuey Design Initiative, with support from Coachella City Staff, will form the Small Business Alliance coalition, building on engagement with small business owners to develop the Displacement Avoidance Plan. This Alliance will meet monthly for the first 6 months and then quarterly for the duration of the project to discuss, prioritize, and advocate for small business needs, and monitor implementation of small business policy and programs. This group will create robust lines of communication with Coachella City Staff to learn about City-sponsored business support programs, and will encourage small business owners to be more directly involved in decision-making.	A. Small Business Alliance Charter (within the first six months) and meeting agendas and minutes.	Project Completion Period	$163,257.00	$0

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Displacement Avoidance Plan		**Lead Entity:** Kounkuey Design Initiative		
B. City-staff will develop policy, program, and operational responses to address small business owner concerns	B. Final Program Implementation Plan			
C. KDI will conduct outreach to small business owners to attend alliance meetings	C. Outreach and engagement plan			
Task 4: Resident Leadership Ambassador Program				
A. KDI will convene up to 5 Resident Ambassadors and hire them as community experts to meet monthly for the duration of the Implementation phase to consult on the development of an outreach plan for disseminating tenant resources.	A. Summary of Resident Ambassador Group monthly meetings, and outreach plan.	Years 1 - 3	$144,060.00	$0.00
B. The Ambassadors will share ongoing resident priorities, learn about anti-displacement best practices, conduct outreach for DAP-related events and meetings, help disseminate tenant resources and information, and help keep City officials accountable for DAP implementation. This group will complement the outreach led by CEP partners (Alianza) (which will include door knocking, tabling at City of Coachella events), and the tenant education led FHCRC (Task 2 above)	B. Bi-monthly summary of outreach and engagement activities including events and meetings attended, dissemination of tenant resources, gathering of resident priorities & needs, tracking displacement trends.			
Task 5: DAP Policy Technical Support				

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Displacement Avoidance Plan		**Lead Entity:** Kounkuey Design Initiative		
A. KE Impact will support the KDI team and City of Coachella Staff with policy and program research, development, and writing, including: researching and synthesizing policies and programs from other cities, analyzing local data to inform policy development, composing policy memos, drafting legislative language.	A. Summary of DAP Policy and Program Technical Support	Year 1	$75,880.00	$0
B. KE Impact will facilitate policy workshops and teach-ins for both government and community stakeholders	B. Summary of Workshops and teach-ins and materials			
C. KE Impact will create materials such as policy memos, talking points, slide decks, community engagement and leadership development curriculum, surveys, and advocacy toolkits	C. Stakeholder engagement and educations materials such as memos, talking points, slide decks and advocacy toolkits			
Contingency		Project Completion Period	$60,000.00	$0
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved	Project Completion Period	$0	$0

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Displacement Avoidance Plan		**Lead Entity:** Kounkuey Design Initiative		
	under this grant agreement.			
		Plan Total	**$663,750.00**	**$0**

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
Plan Description: The UC Berkeley Disaster Lab will support the City of Coachella to develop and implement an indicator tracking plan in collaboration with the project partners and communities of Coachella. This plan will be developed in partnership with the City of Coachella, project partners, and the communities being served by the TCC grant. This plan includes: 1) Developing a site-specific evaluation plan and indicator tracking plan in collaboration with the City, project partners, and the communities being served; 2) Building project partner and community co-design teams and associated technical assistance for tracking and evaluation; 3) Collecting, synthesizing, analyzing and visualizing/reporting data and stories; and 4) Reporting final project and program outcomes at the end of the grant period.				
Special Reimbursement Conditions: UC Berkeley Disaster Lab to provide detailed budget for TCC review and approval within 30-days of grant execution and prior to invoicing for any tasks included below. See TCC workbook template for formatting requirements.				
Task	**Deliverable(s)**	**Timeline**	**Grant Funds**	**Leverage Funds**
Task 1: Evaluation and Tracking Framework				
A). Develop a Site-Specific Evaluation Plan for the TCC Project	Site-Specific Evaluation Plan	Q1 - Q3	$104,100.00	$0
B) Create Indicator Tracking Plan with indicators for TCC Funded Projects, Transformative Plans, Leverage Projects, and CARB-required indicators	Indicator Tracking Plan including Project and Plan logic models			
C) Create Reporting Tools & Technical Assistance Plan for Grantee and Partners	Indicator tracking tools; technical assistance plan			

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
D) Provide technical assistance to Grantee and Partners	Evaluation Technical Assistance to Grantee and Partners			
E) Community co-design team generation and plan	Community co-design teams for tracking and evaluation; community co-design/implementation plan			
Task 2: Project partner meetings, community engagements, ongoing technical assistance				
A) Kickoff workshop with City of Coachella, project partners	Meeting summary	Q1	$215,000.00	$0
B) Initial community meeting to initiate Task 1E	Meeting summary			
C) Ongoing community meetings (frequency TBD based on Task 1E, but could be quarterly or bi-annual) to meet goals of Community co-design plan	Meetings summaries	Grant term (frequency TBD by Task 1E)		
D) Training on indicator tracking tools and tracking and evaluation methodologies	Trainee evaluations	Q4 (initial) and throughout term (TBD by Task 1C)		
E) Develop feedback tools for City, project partner, and community access to ongoing indicator data analytics and media (e.g. photos, videos, etc.)	Web-based dashboard, storyboard, and/or webmap for sharing ongoing indicator data, media and stories	Q2-Q3		

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
F) Focus Groups, Interviews, Surveys. Through community co-design team in collaboration with community engagement partner, conduct these as needed for tracking and evaluation of projects (as identified in Task 1)	Data inputs to tracking and evaluation system, including for ongoing project partner feedback, case studies, and overall reporting.	Grant term ongoing (frequency determined by Task 1)		
G) Media production for UC Berkeley Disaster Lab website, social media and other promotion of project and program outcomes	Promotional media content for web and social media	Grant term year 2 and ongoing		
Task 3: Data Collection and Reporting				
A) Data synthesis for reporting, including quantitative indicators from tracking tools and surveys, and qualitative indicators from focus groups, interviews, and other community engagements	Data analytics and visualizations for ongoing community and project partner feedback, as well as reporting requirements in tasks 3.B through 4.B	Grant Term	$215,000.00	$0
B) CARB Reporting				
B.1) Initial report of anticipated benefits of job training and placement, GHG reductions, co-benefits	CARB Initial Report	Grant term Q1		
B.2) Annual reports of actual benefits	CARB Annual Reports	Grant term annual – Winter November 15 and Mid-Year May 1 (as applicable)		

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
B.3) Final report of actual cumulative benefits	CARB Final Report	Close out year - Winter November 15 and Mid-Year May 1 (as applicable)		
C) TCC SGC Progress Reports and accompanying presentations upon SGC request; annual updates to public-facing data platform including on non-report years	Reports may take many formats, subject to SGC approval, but at a minimum will be accompanied by all raw data in an accessible format and an ADA-compliant, 3-5 page summary report.			
C.1) Baseline report	TBD in collaboration with project partners, community members, and TCC staff in Q1	Year 2 – Draft Due January 15 and Final Due March 15		
C.2) Mid-point report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 4 – Draft Due January 15 and Final Due March 15		
C.3) Closeout report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Close out year (Year 6) - Draft Due January 15 and Final Due March 15		

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
D) Develop TCC SGC Annual Case Studies	Develop public-facing case studies each year. Determine format in collaboration with project partners, community members, and SGC staff in Q1. Consultation with SGC staff on topics prior to development. At a minimum, evaluators will submit 1-2 case studies per year and each final product and package will include 2-3 high-resolution photos, 1-2 quotes, and brief copy of at least 400 words. Reports may take many ADA-compliant formats, subject to SGC approval, and will be accompanied by embedded raw files in an accessible format.	Grant term annual – March 15		
E) TCC SGC Process Evaluation Memos	Reports may take many accessible formats, subject to SGC approval.			
E.1) Baseline report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Grant term Year 1 – May 15		
E.2) Mid-point report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 3 – May 15		

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Indicator Tracking Plan		**Lead Entity:** UC Berkeley Disaster Lab		
E.3) Closeout report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 5 – May 15		
Task 4: Project Performance Period Final Reporting				
A. Conclude final project closeout report to CARB.	CARB Close-out reporting	Project Completion Period	$50,000.00	$0
B. Develop a final report including a complete account of TCC investment in the Project Area. The closeout report will summarize lessons learned from the evaluation up to that point.	TCC Final Report	Project Completion Period		
Equipment (entire project)		Project Completion Period	$0	$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	$79,650.00	$0
		Plan Total	**$663,750.00**	**$0**

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EXHIBIT C – SPECIAL TERMS AND CONDITIONS

PART 1 – Transformative Requirements

1. Community Engagement

   Grantee is required by AB 2722 to ensure meaningful community engagement of the TCC Project Area residents and key stakeholders in all phases of implementation;

   Grantee will conduct and oversee community engagement for the entirety of the TCC Project;

   Grantee will report to SGC on community engagement related activities;

   Grantee will develop a process to collect and address complaints or concerns related to TCC Project implementation; and

   Grantee will ensure all Community Engagement costs are directly related to the implementation of the Projects included in the TCC Project, per Section 8.5 and Appendix C-1 of the TCC Guidelines.

2. Displacement Avoidance

   Grantee is required by AB 2722 to implement strategies to reduce economic displacement risk within the TCC Project Area;

   Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing households in the TCC Project Area;

   Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the TCC Project Area;

   Grantee will report to SGC on key milestones related to the adoption and implementation of the displacement avoidance policies annually

   Grantee certifies that no relocation will take place beyond that which was included in submitted relocation plan; and

   Grantee will ensure all Displacement Avoidance costs are used to support displacement avoidance activities for low-income households and local and small businesses, per Section 8.5 and Appendix C-2 of the TCC Guidelines.

3. Workforce Development and Economic Opportunities

   Grantee will establish goals for workforce training, employment, and local business expansion for the TCC Project Area;

   Grantee will ensure workforce development components are designed to address local residents' and stakeholders' needs;

   Grantee will conduct or oversee workforce development and economic opportunities activities for the entirety of the TCC Project;

   Grantee will report to SGC on workforce development and economic opportunities related activities; and

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Grantee will ensure all Workforce Development costs are for eligible job training programs per Section 8.5 and Appendix C-3 of the TCC Guidelines.

4. Climate Adaptation and Resilience

Grantee will implement strategies to increase climate resilience at the Project-level within the TCC Project Area;

Grantee will implement climate adaptation measures at the Project-level to address risks on vulnerable populations; and

Grantee will implement climate adaptation measures at the Project-level to increase resilience and functionality of proposed infrastructure projects.

5. Indicator Tracking and Reporting

Grantee will be responsible for gathering and reporting data according to their Site-Specific Program Evaluation Plan (Program Evaluation Plan), which will be tailored to each site's priorities and include both the Indicator Tracking Plan and other evaluation deliverables.

Grantee will work with an approved third-party Evaluation Technical Assistance Provider (Evaluation Partner) to implement the Site-Specific Program Evaluation Plan, which will track the progress and impacts of the entirety of the TCC Project.

Program Evaluation Plan

The Evaluation Partner will develop a Site-Specific Program Evaluation Plan that provides a methodological framework for holistically evaluating the environmental, economic, social, and health impacts of the awarded TCC Project. The Evaluation Partner will also be responsible for delivering additional reports and evaluation deliverables outlined in Exhibit B, and Grantee must track and facilitate their delivery, including participating in evaluation activities. Reporting is required during key stages of the grant cycle, as outlined in the following section.

Indicator Tracking Plan

The Indicator Tracking Plan is one component of the Site-Specific Program Evaluation Plan and will include data indicators defined by the California Air Resources Board (CARB) and additional indicators required by the TCC Program and identified by grant recipients.

California Air Resources Board Indicators

The TCC Program follows the California Air Resources Board's (CARB) Funding Guidelines for California Climate Investments to report on the project's estimated benefits. Estimates are calculated using the associated round of GHG Quantification Methodology. Reporting also includes employment outcomes for all projects and actual outcomes for a subset of funded projects. For quantifiable projects, Grantees are required to track and report project indicators listed in the reporting template for the applicable project type (www.arb.ca.gov/cci-resources).

TCC Program Indicators

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In addition to CARB indicators, SGC has worked with academic institutions and previous TCC Grantees and Partners to develop program indicators to track the overall impact of TCC investments.

Grantee must track each indicator specified in the Indicator Tracking Tables (Attachment D-5) at minimum in addition to indicators identified in conjunction with the Evaluation Partner, organized by Project and Transformative Plan type. A list of specific indicators will be finalized in the Indicator Tracking Plan for each Grantee by the TCC Evaluation Partner during the first quarter of the grant term.

The Evaluation Partner will coordinate data collection related to site-specific CARB and TCC indicators with Grantee and Partners.

Reporting Timeline

The Grantee and Partners will work with the Evaluation Partner to collect and submit inputs needed for reporting during the lifecycle of the grant term.

Grantee will provide reporting during the Awarded Phase, Implemented Phase, and Close out Phase. Broad details of these phases and their respective reporting requirements are outlined below:

- Awarded Phase: One time report following grant execution; includes initial report of anticipated benefits of TCC project on job creation, GHGs, and co-benefits.
- Implemented Phase: Annual reports throughout the life of the grant term; detail actual benefits of jobs, GHGs from household projects, and co-benefits.
- Close out Phase: Final report of actual benefits of TCC projects, to be submitted once all work on a project is completed, grant funds expended and/or the grant term ends.

Grantee will also provide reporting to support an Annual Progress Evaluation Report, Annual Process Evaluation Memo, and two narrative profiles per year, which feature case studies across the TCC projects and transformative elements.

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Part 2 – Project-Specific Terms and Conditions

Grantee certifies that it will ensure that the Lead Entity of each Project adheres to the following requirements.

1. Equitable Housing and Neighborhood Development

I. Purpose

This Exhibit is entered into for the purpose of reimbursing Grantee or Lead Entity, as appropriate, for the making of a loan of its own funds for the development, operation and maintenance of a residential rental Affordable Housing Development (AHD) Capital Project.

The financial assistance from the TCC Program shall be in the form of a reimbursement-based grant to Grantee, upon receipt of required documentation evidencing that Grantee or Lead Entity has made a loan of its own funds to construct a residential rental Affordable Housing Development, evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement driven from TCC and AHSC Guidelines between the Borrower and Grantee. The purpose of the Loan is to ensure that the rental Affordable Housing Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the TCC Program, and as identified in the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the TCC Guidelines and AHSC Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Developer identified in the Application, SGC may require the Developer to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

II. Incorporated Regulations and Guidelines

The currently adopted and applicable Uniform Multifamily Regulations ("UMRs") as may be amended from time to time, all as set forth in the California Code of Regulations, Title 25, and the Multifamily Housing Program ("MHP") authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code and the regulations promulgated there under in 25 CCR 7300, *et seq.* are hereby incorporated by reference in their totality into this Agreement.

Conflicting provisions of this Grant Agreement notwithstanding, the AHSC Guidelines shall apply, except the following provisions shall supersede the AHSC Guidelines: the reimbursement provisions of this Grant Agreement; the current UMRs shall apply; Grant Agreement shall not be subject to a .42 % mandatory payment; and Grantee shall bear all Loan oversight responsibilities.

1. Eligible Activities and Work
   i. Grantee will only receive reimbursement for Work (as herein defined) performed for eligible activities as authorized by the TCC Guidelines and AHSC Guidelines. Grantee shall ensure that all Work is performed according to the AHSC Guidelines.

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ii. Grantee shall perform, or cause to be performed, the funded activities described in the Scope of Work in the Application, incorporated herein by reference, including applicable AHD Capital Projects, Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), and Community Education and Other Program Costs (PGM) (the "Work"). All written materials or alterations submitted as addenda to the original Application and which were approved in writing by SGC are hereby incorporated as part of the Application. SGC reserves the right to review and approve all Work to be performed by Grantee, its Borrower, Lead Entity, contractors, and subgrantees in relation to this Grant Agreement. Any proposed revision to the Work may require an amendment to this Grant Agreement.

iii. In the event the AHD Capital Project component is not completed pursuant to TCC Program requirements, the HRI, STI, TRA, and PGM costs would no longer qualify for funding under this Grant Agreement.

iv. Work for this Exhibit D shall consist of two components:

a. Making a Loan of Grantee's own funds for the development and construction by or on behalf of Sponsor of the Affordable Housing Development designated in the Application which is to be developed and constructed by the Borrower, or other developer, as provided in the Application, and meeting the criteria described in Exhibit B.

b. Developing the non-AHD components to fulfill the AHSC Program requirements as defined by the AHSC Program.

v. For the purposes of performing the Work, SGC agrees to reimburse the amount(s) identified in Exhibit B. Unless amended, SGC shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.

III. Performance Milestones for AHD Component

Grantee shall ensure the completion of the Equitable Housing and Neighborhood Development Performance Milestones set forth in Exhibit B by the designated dates. Grantee may apply to SGC for an extension of these timelines based on good cause shown and best efforts and assurances from Grantee for timely completion of the remaining Milestones. SGC may delay reimbursement if Grantee fails to timely complete the Milestones.

2. Reimbursement for AHD Component

The bimonthly invoicing provision of this Grant Agreement in Exhibit A, Part 2, Section 14 notwithstanding, Grantee shall submit reimbursement requests on an annual basis or after each 25% increment of the requested fund has been spent, whichever comes first. Reimbursement requests must include reporting on the Milestones achieved per Exhibit B.

3. Reimbursement for non-AHD Component

Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), and Community Education and Other Program Costs (PGM) will follow the payment schedule set for all non-Equitable Housing and Neighborhood Development Projects.

4. Timing

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i. Grantee shall ensure the close the construction financing approved by SGC as indicated in the Grant Agreement and commence, or cause to be commenced, the construction of the Affordable Housing Development and, upon SGC's request, timely provide evidence of the same by submission of recorded deeds of trust for all construction financing (except for AHP funds), payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

ii. Grantee shall close its Loan to Borrower on or before four years from the grant execution date. Any extension to the Loan closing deadline will require an amendment to this Grant Agreement.

2. Active Transportation

Allowable Costs

Active Transportation projects may purchase walking and bicycling equipment for training and educational purposes only, and items may not be given away or used as incentives or prizes. Unit costs for one item cannot exceed $50, unless noted below or pre-approved by SGC. Cost limits are excluding tax, and donated equipment is not subject to cost limitations. Equipment may include:

a. Bicycles (limited to $250 per bicycle)
b. Bicycle helmets (limited to $20 per helmet)
c. Bicycle repair stands (limited to $200 per stand)
d. Bicycle locks and cables
e. Bicycle tires/tubes
f. Bicycle patch kits
g. Bicycle tire pumps
h. Bicycle lubricants
i. Bicycle repair tools
j. Bicycle lights
k. Water bottles and/or bottle cages
l. Chalk and chalk marking sticks
m. Safety vests
n. Safety cones
o. Barriers/fences for safe cycle or pedestrian traffic flow

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Design Specifications

If the TCC Project is not on state-owned right-of-way, the project must be constructed in accordance with the Local Assistance Procedures Manual, Chapter 11.2 Design Guidance for Local Assistance Projects, New and Reconstruction Projects design standards for local agency streets and roads, incorporated here by this reference.

Training and Educational Projects

i. Procured equipment, including bicycles and helmets, may be purchased for training and educational purposes as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion Period.

   a. Equipment items must be within the cost limits per Exhibit A, Section 13. Payment Provisions.

   b. Equipment items must be kept and used beyond the life of the project as part of a sustainable active transportation program, per Exhibit A, Section 29. Ownership.

ii. Pedestrian and bicycle related educational safety materials purchased must be used for educational purposes and compensation for program participation, but not as incentives purchased for raffles, promotions, giveaways, or other similarly intended uses.

3. Transit and Rail Access

Transit Capital Projects

i. New or expanded transit facilities must support enhanced or expanded transit service or increase transit mode share as described in the Budget and Schedule of Deliverables throughout the grant term.

ii. Lead Entity shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness.

iii. Lead Entity shall submit documentation of any intergovernmental reviews, such as, but not limited to, Caltrans Local Development Intergovernmental Review of the project's environmental, land use, and zoning findings.

iv. Service Plan

   a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.

   b. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

   c. Lead Entity must provide SGC with a service coordination plan at least ninety (90) calendar days before initiating service. The service coordination plan should document efforts to coordinate and share with other public transit operators any rail

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rights-of-way, common maintenance services, and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

Zero-Emission Vehicle Projects

i. Procured vehicles must support the system performance of the improved service lines as described in Exhibit B: Budget and Schedule of Deliverables throughout the grant term.

ii. Service Plan

a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.

b. Lead Entity must provide SGC with the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within sixty (60) calendar days of Grant Agreement execution. The Lead Entity must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

c. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

4. Car Sharing and Mobility Enhancement

All Car Sharing and Mobility Projects

Lead entity shall maintain an implementation plan which includes:

i. Processes and timeline to develop program design and procedures including vehicle and equipment specifications and detailed program requirements listed below.

ii. Procurement policies including bid, lead time, and roll-out plan

i. Supplemental prerequisite work:

ii. Analyses of proposed area and site selection criteria

iii. Documentation of community engagement informing program design, location, and operational structure

iv. Operations & maintenance plan

v. Long-term business plan demonstrating financial feasibility

Vehicle and Equipment Specifications

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Lead Entity must purchase or lease eligible light-duty passenger vehicles or medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include hydrogen fuel cell vehicles, battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Changes to the fleet after grant execution may be made subject to prior written approval by SGC. Additional vehicle requirements:

i. May be purchased or leased (2-year minimum lease period).

ii. May be new or used.

iii. Must be a four (4) passenger vehicle or more.

iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.

v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.

vi. Must be registered in California.

vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).

viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.

ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

Lead Entity may purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, as applicable. EVSE equipment may be:

i. Installed in commercial or residential locations.

ii. May include ports for bicycle charging if the project design includes electric bicycles.

iii. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.

iv. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80% capacity within 30 minutes.

Lead Entity may purchase Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system. Electric bicycles and equipment should comply with the following:

i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one (1) per bicycle, as applicable.

ii. Purchase bicycle locking stations, no more than one (1) per bicycle, as applicable.

iii. May purchase bicycle helmets for use of electric bicycle.

Lead Entity must establish secure and safe home base parking for project vehicles and optional electric bicycles within the Project Area.

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Program Requirements

Lead Entity must develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as applicable and as follows:

i. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:
   a. Complete an Initial Participant Survey upon enrollment.
   b. Complete trip surveys and participate in research as requested by Lead Entity.
   c. Pay project fees to use the car sharing system, as determined by Lead Entity.

ii. Ensure enrolled vehicle drivers also meet the requirements below:
   a. Possess a current driver's license.
   b. Meet minimum requirements to drive a project vehicle as required by Lead Entity and the insurance provider, to be developed in conjunction with SGC.

iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).

iv. Participants become ineligible upon any of the following events:
   a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
   b. Vehicle driver's license lapses or is revoked.
   c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Lead Entity.
   d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Lead Entity or SGC.
   e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Lead Entity.
   f. Non-compliance with project requirements, at the discretion of Lead Entity or SGC.

Lead Entity must develop, administer, and maintain a user-friendly vehicle reservation system as applicable; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

Lead Entity must develop policies and procedures documents and flow charts that describe Lead Entity's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting, as applicable.

Lead Entity must establish and maintain records of participants, vehicles, EVSE, optional electric bicycles and chargers, fuel, maintenance, and other records, as applicable and as follows:

i. Identify participant data that is confidential and develop measures to keep this data confidential.

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ii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.

iii. Develop and enforce security measures to safeguard Project database(s).

iv. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

5. Solar Installation, Energy Efficiency and Appliance Electrification

Single-Family Residences and Community Serving Facilities

i. Single-family homes occupied by either property owners or tenants are eligible for energy efficiency and Solar Photovoltaic (PV) installations.

ii. Eligible non-residential properties include community service facilities, or public community infrastructure, including basic environmental infrastructure that contributes to the overall safety and health of a community (e.g. lighting or water supply infrastructure).

iii. Lead Entity must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.

iv. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.

v. The following types of buildings will not be eligible for installations:

a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

c. Buildings that are structurally unsound or condemned;

d. Buildings under a legal cloud or importuned by illegal activity;

e. Buildings that have been modified under the Low-Income Weatherization Program (LIWP), the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy

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efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.

vi. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.

vii. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

viii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

ix. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

x. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

xi. Solar Installation projects on single-family residences are invoiced on an agreed dollar per watt basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

Multi-Family Residences

i. Multi-family properties must demonstrate at least 66% of households residing at the property meet the household income eligibility requirements to be eligible for Solar PV or energy efficiency installations. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements.

ii. Lead Entity must ensure that the property owner or manager certify that the rents for the qualified low-income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Lead Entity must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66% of households residing at the property meet the income eligibility requirements. Lead Entity must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building as a result of upgrades, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.

iii. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.

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iv. The following types of buildings will not be eligible:

a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

b. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;

c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

d. Buildings that are structurally unsound or condemned;

e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;

f. Buildings under a legal cloud or importuned by illegal activity;

g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.

h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:

(i) Solar Water Heating

(ii) Solar PV

iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

viii. Solar Installation projects on multi-family residences must be invoiced based on itemized invoices of actual costs incurred as defined in Section 14. Invoicing.

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Assessment, Certification, and Compliance Requirements for Single- and Multi-Family Residences and Community Service Facilities

i. Energy efficiency measures must be replacements of inefficient measures and eligible per the TCC Guidelines. Appliance electrification may replace existing appliances that are fueled by natural gas, propane, or any other direct combustion of a high-carbon intensity fuel.

ii. Lead Entity must keep records of project assessments, certifications, and compliance. Lead Entity may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms or California Energy Commission's Equitable Building Decarbonization Program for examples of information to collect and record retention. Information collected must include, but is not limited to:

   a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;

   b. Property owner consent to receive energy efficiency and/or Solar PV installations;

   c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;

   d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;

   e. Documentation that a building assessment has been completed (pre-and-post project completion).

   f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;

   g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;

   h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;

   i. Documentation of trainings taken by certified renovators (per RRP), as applicable; and

   j. Documentation that property owner has signed the California Solar Consumer Protection Guide (https://www.cpuc.ca.gov/solarguide/) prior to installation, as applicable to interconnection of residential solar customers in the investor-owned utility service areas of Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E).

Operations and Maintenance for both Single- and Multi-Family Residences

i. The Lead Entity is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the installation standards provided by TCC Staff (for example, CSD LIWP Measure Standards, standards used in the Equitable Building

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Decarbonization Program, or other similar programs and standards as approved by TCC staff). System sizing should be in accordance with the TCC Round 5 Guidelines, which may be updated to provide greater flexibility for system size requirements.

ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards or standards from the Equitable Building Decarbonization Program, as directed by TCC Staff.

   a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Lead Entity should retain records of all complaints, and how they were resolved, in the event of an audit.

Deferral Policy for both Single- and Multi-Family Residences

i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:

   a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.

   b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).

   c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.

   d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.

   e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.

   f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)

   g. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.

   h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.

   i. Occupant has a known health condition/s that would be made worse by installation activities.

   j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.

   k. Property owner refusal of combustion appliance safety (CAS) testing

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l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.

m. Property owner is uncooperative, abusive, or threatening to installation personnel.

n. Illegal activities are taking place in the property.

ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

End-of-Life Notification Policy for Third-Party Ownership Agreements

i. Lead Entity must make a good faith effort to ensure notifications and instructions on the end-of-life options are provided to the property owner via multiple communication channels. Lead Entity and third-party ownership (TPO) subcontractors shall not automatically renew the solar installation agreement or charge automatic payments to homeowners until this good faith effort to notify property owners has been completed according to the plan outlined below:

a. Lead Entity must notify the property owner using at least two different forms of communication, such as email, telephone, and/or a written letter. The chosen communication forms will be dependent on availability of contact information and communication preferences of the client, including language preferences or any necessary accommodations. Lead Entity must ensure the notification process starts at least 60 calendar days prior to the end of the solar installation agreement which provides and allows for free repairs, insurance, and warranties during a specific agreement term (e.g., 20 to 25 years), at the end of which the ownership turns over to the TPO entity.

b. If contact is not established with the property owner through the process identified above within 30 calendar days prior to the expiration of initial solar installation agreement term, Lead Entity must attempt to make contact in-person with the property owner. Notification in-person will consist of either one visit to the home with a written notification left at the home if contact isn't made with the property owner, or, a notification via certified mail requiring a signature from the property owner. Lead Entity will make a good faith effort to carry out more than one attempt of in-person notification.

c. If, after Lead Entity has taken all of the above-required actions and the property owner has not responded or is unable to be found or contacted, the property owner's solar agreement shall be automatically renewed in accordance with the original solar installation agreement and the property owner shall continue to be subject to all of the terms and conditions of that agreement.

ii. In the event of a change in ownership, the original solar installation agreement signed by the homeowner should be made available to any future owner of the home through the real estate disclosures and transfer process.

6. Water Efficiency
Continuing Applicant Eligibility

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i. Grantee shall ensure that urban or agricultural water suppliers comply with all applicable state laws, including the Water Code section 10608 and any applicable laws and regulations. Documentation of compliance should be available for review by the State according to the audit provisions of this Agreement.

ii. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.)

All Water Efficiency-Related Project Types

i. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.

ii. Water Efficiency projects may be invoiced using itemized rate justification that is reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

Eligibility for Nonresidential Properties

i. Eligible nonresidential properties must meet the definition of a community service facility (defined in Appendix A); and

ii. Provide letters of commitment from site owners describing commitment to utilize installations to serve community needs and how water and energy savings will be used to benefit Project Area residents

Water-Energy Projects

i. All installed water efficiency measures must be replacements of inefficient appliances, eligible per the TCC Guidelines, and certified EnergyStar or equivalent as applicable.

Turf Replacement Projects

i. Converted landscapes may only include low water use, drought-tolerant, or California native plants. The Water Use Classification of Landscape Species list (https://ucanr.edu/sites/WUCOLS/) or local plant lists may be used to make this selection.

   a. The foregoing notwithstanding, converted landscape may also include food-producing trees (excluding palms), shrubs, vines, and perennial plants.

   b. At least one tree, existing or new, must be incorporated into the converted landscape.

   c. Live or synthetic turfgrass is not allowed in the converted landscape

   d. Plants listed on the California Invasive Plant Council inventory at time of landscape conversion may not be installed.

ii. Irrigation systems must be water efficient and may be either drip irrigation, micro-spray irrigation, or hand watering.

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iii. Exposed soil surfaces must be covered with mulch. Mulch includes organic material, rock, or decomposed granite. Decomposed granite must be limited to 25% or less of the surface area.

iv. Hardscape and permeability requirements:

a. Impervious decks or patios are not allowed as part of the converted landscape.

b. Structures such as outbuildings or sheds are not allowed as part of the footage of the converted landscape.

c. Paving stones, pavers, and brick patios are permitted, but must be filled with loose sand. No concrete or impermeable grouting may be used to affix the pavers in place.

7. Urban Greening and Green Infrastructure

Urban Greening

For projects that include urban greening components such as planting of trees and vegetation, enhancement, or expansion of community parks:

i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

ii. The Operations and Maintenance requirement for urban greening projects shall be incorporated into a comprehensive management plan, which include best practices and clear maintenance plans for 5 years. Tree planting and urban forestry projects must comply with additional standards based on the CALFIRE Urban and Community Forestry Program Guidelines.

iii. Urban Greening projects should demonstrate sustainable water use. Species selection should be climate appropriate. Irrigation systems should be cost-effective and water-efficient. If project is in a State Groundwater Management Act (SGMA) critically overdrafted area (medium or high priority groundwater basin), projects should be consistent with Groundwater Sustainability Plans for medium and high priority basins.

iv. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at http://cal-ipc.org/plants/inventory, and include native, low-water, drought-resistant, and climate appropriate vegetation.

v. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources' Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance

vi. Lead Entity must conduct due diligence to adhere to best management practices for:

a. Researching any proposed site's history and potential range of contaminants (e.g., lead or other heavy metals) and/or other hazards present;

b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;

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c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and

d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.

vii. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.

viii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.

ix. Projects may not include root barriers, decorative tree grates, or decorative tree guards.

x. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.

xi. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.

xii. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.

xiii. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

Green Infrastructure

For projects that include green infrastructure such as construction of permeable surfaces, or stormwater features such as bioswales or rain gardens:

i. Project elements must demonstrate a stormwater capture and/or water conservation function. Projects may not require additional use of water and will use water efficient systems, if applicable.

ii. The minimum useful life of any constructed green infrastructure shall be 20 years.

iii. Long-term operation and maintenance plans will adhere to the template provided by the California Water Boards, as applicable. The template is available at https://www.waterboards.ca.gov/water_issues/programs/stormwater/storms/template_agreement_files.html#om_plan_templates.

8. Health Equity and Well-Being

Food Access

Grantee shall ensure that for Projects with food access elements such as urban agriculture, community gardens, school gardens, community kitchens, food hubs, community grocery stores, food co-operatives, scattered healthy food distribution methods, community resource centers, or agricultural and healthy food education opportunities:

i. Lead Entity must conduct project site due diligence to adhere to best management practices for:

a. Researching any proposed site's history and potential range of contaminants (e.g., lead or other heavy metals) and/or other hazards present;

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b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;

c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and

d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.

e. For additional resources, refer to the University of California, Agriculture and Natural Resources Urban Agriculture website: https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil_Contaminants_and_Soil_Testing/

ii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic pesticides, pest management, and fertilizers (e.g., compost, manure) may be used.

iii. Lead Entity must develop a clear site management protocol that includes, but is not limited to:

a. A statement of purpose and description of the site

b. A map of garden plots and green space

c. Management structure and decision-making processes

d. Process for determining the use of the site such as, but not limited to:

(i) Identifying and selecting participants for garden plots and equitably distributing plots when demand is greater than supply.

(ii) Length of participation for garden participants

(iii) Reservation of community space for classes or gatherings

e. Code of conduct and general rules

f. Procedures if participants are not in compliance with code of conduct and/or general rules

iv. Management protocol must be made accessible to the public in multiple formats (e.g., online, electronic copies, paper copies, etc.) and languages, as requested by the community.

v. Project must include an on-site sign that includes hours of operation and contact information, in addition to other signage requirements consistent with Section 53. Publicity.

vi. Project must ensure food purchased, provided, or made available is healthy. This includes increasing access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products.

vii. Project must develop nutrition standards in their programming, which includes but is not limited to the following activities:

a. Assessing the environment in relation to nutrition standards and/or client impact.

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b. Implementing nutrition standards in programming (in the form of new or strengthened policy and/or system changes) for food and beverages served, sold, or distributed in a variety of settings including meals, snacks, vending, distribution, nutrition assistance, or other sales. The guidelines should support balanced eating patterns and healthy body weight, address California SNAP-Ed Goals, and be consistent with the Dietary Guidelines for Americans (refer to the California Department of Public Health website: https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx for additional resources).

Parks, Open Space, and Recreation Access

For Projects with park, open space, or recreation access components such as green space, picnic areas, playground, or park exercise equipment; and for Projects with tree or vegetation planting components:

i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

ii. Any tree planting within the project must adhere to the CAL FIRE Standards and Specifications for Purchasing, Planting, and Maintaining Trees, and Required Management Activities Practices, see Attachment D-7, unless otherwise approved by SGC. This includes the establishment and adherence to a detailed long-term operations and maintenance plan. Trees requiring replacement per CAL FIRE must be made at the Lead Entity's cost.

iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at http://cal-ipc.org/plants/inventory, and include native, low-water, drought-resistant, and climate appropriate vegetation.

iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources' Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance

v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.

vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.

vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.

viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.

ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.

x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.

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xi. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

9. Indoor Air Quality

Lead Entity must prepare written agreements with each participating residence that ensures participants agree to and understand, at a minimum, the following requirements:

i. All new equipment must be kept in the same residence, in sole possession, and remain in operation for at least one (1) year from installation

ii. All new equipment may not be sold or transferred to a third party without prior written consent and approval by the project lead.

iii. Should the participating residence no longer wish to participate in the project, or no longer wish to use the portable air filtration device or is relocating to a location outside of the Project Area, the project lead must make arrangements with the participating residence to take possession of all air filter and monitoring equipment and select another residence within the Project Area to transfer the equipment to.

iv. If the Lead Entity provides equipment that performs indoor air monitoring (either stand-alone devices or devices integrated into portable air filters) and such systems determine that air quality is poor at a participating residence, the participating residence agrees to utilize the portable air filtration device to remediate the air quality concern indoors.

v. If the Lead Entity offers monetary stipends to participants, participants shall be informed, in writing, that the monetary stipend is for use to support the following potential costs: increased electricity costs due to operation of the equipment; increased internet costs if the Lead Entity is using an air monitoring device to wirelessly track and submit data related to indoor air quality; or costs of replacement filters. Payment of monetary stipends to participants must be tracked, recorded, and reported to TCC Staff.

vi. All proposed air monitoring or filtration devices must be selected from the California Air Resources Board's (CARB's) list of certified air cleaning devices. If devices are selected for use that are not currently on CARB's list of certified air cleaning devices, the project partner must provide evidence that the devices meet equivalent standards or have been approved by a similar oversight agency (such as a local air district).

vii. Electronic air cleaners that are not approved by CARB and that produce substantial amounts of ozone by design may not be purchased with TCC funds and are generally discouraged from use.

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EXHIBIT D – Attachments

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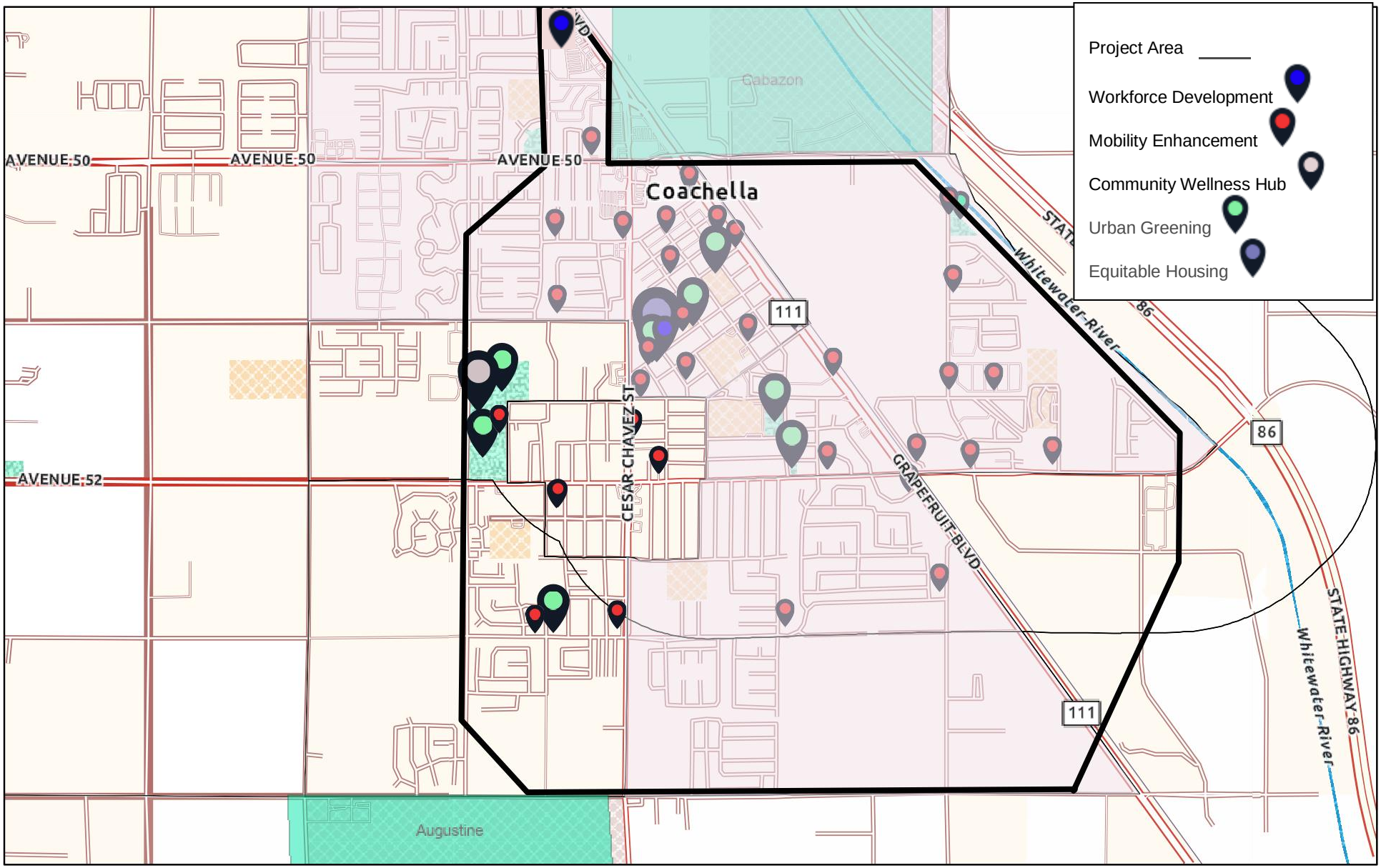
Attachment D-1: TCC Project Area Map

Special Condition of Funding: City to provide updated Project Area map.

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Coachella Prospera Project Area Map



See nahc.ca.gov/cp/references, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,

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Attachment D-2: Transformative Plan Summary

Grantee will implement each Transformative Plan in accordance with the Exhibit B: Budget and Schedule of Deliverables and the original intents described in each Plan summary included in this attachment. The inclusion of Transformative Plan summaries in this attachment should not be construed to create any additional obligations, conditions, warranties, policy rules, or duties for either party.

The summaries for each Transformative Plan are based on the narrative materials submitted by Grantees and Partners as part of the Round 5 TCC application process.

Community Engagement Plan (CEP)

I. Plan Overview

Alianza will coordinate and convene City of Coachella residents and TCC partners through a series of events, engagements, and workshops to further provide community input and guide strategy implementation, and to address these within budget and space parameters established by TCC. This includes learning exchanges, surveys, community led Advisory Council and canvassing to inform residents about housing, active transportation, health & well-being, workforce development, training opportunities, rooftop solar installations, and urban greening opportunities. Although all workshops will target community residents, they will be open to nonprofit partners and businesses in or near the TCC project area. Ultimately, this deep community engagement will make the city of Coachella a more climate resilient community. Alianza will:

a. Conduct outreach and workshops; such as the learning exchanges, to ensure all residents are aware of all TCC funded projects.

b. Establish a community led Advisory Council to increase resident decision-making in TCC strategies' design and implementation.

c. Design collateral material and maintain residents' awareness of all TCC strategies for the duration of the projects.

The goal for Alianza's community engagement plan is to empower residents and reduce barriers to access resources and provide input to the City of Coachella TCC implementation strategies. Our outreach, engagement, and public announcements will be vetted and informed by the community through the Advisory Council.

II. CEP Summary

a. Engagement methods: Alianza will finalize the Community Engagement Plan, which will also include a communications plan. The engagement activities will vary per TCC strategy. Alianza's guideline tool will evaluate the appropriate method and approach to engagement. The guideline incorporates the following: Age group, timeframe of meeting, type of information presented, presentation style, activities, and logistics. Activities for community engagement are as follows (but not limited to) the following:

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- Canvassing to encourage participation and feedback from community members.

- Communications, including billboards, educational materials, radio advertising, and social media.

- Participatory budgeting workshops and creation of a community led Advisory Council.

- Design charrettes and learning exchanges/workshops

- Surveys to be conducted via paper and online formats to provide an alternative option to attending a workshop or becoming a member of the committee.

b. **Decision-Making and Dispute Resolution**:

1. Substantive Changes and Material Issues**:** Any significant changes or material issues arising from the implementation of the Coachella Prospera Plan must be presented to the Advisory Council at a regularly scheduled meeting. The proposal must include a comprehensive outline of the issue, its potential impact on ongoing projects, and any relevant feedback from stakeholders, community members, or working groups. The presentation of these changes ensures transparency, accountability, and collaborative decision-making.

2. Conflict Resolution: When disputes arise, the Advisory Council will prioritize resolving the division through a structured process before advancing any proposals. This process may involve:

    - Further Community Outreach: Engaging with local residents, stakeholders, and experts to gather additional input and perspectives. This ensures that diverse voices are considered, particularly when conflicts stem from concerns about equity, environmental impact, or local interests.

    - Modification of the Proposal: Adjustments to the original proposal may be necessary based on feedback. The Advisory Council may mandate changes to better align with the community's priorities, sustainability goals, or the overall objectives of the Coachella Prospera Plan.

    - Further Reporting: Revised or contested proposals must be re-submitted to the Advisory Council for additional review. This step ensures that new developments are comprehensively discussed and that any modifications are fully understood by all stakeholders before being put to a vote.

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3. Majority Support and Consensus: It is the goal of the decision-making process that all final recommendations receive the support of a majority of the Advisory Council members. Consensus-building will be encouraged, but when unanimity cannot be reached, majority approval is required to move forward. To foster collaborative decision-making, members are encouraged to deliberate thoroughly, considering all viewpoints to reach decisions that reflect the best interests of the Coachella community. This approach ensures that any decisions made are inclusive, transparent, and aligned with the broader goals of equity and sustainability, while also allowing for community participation and adaptability in the face of unforeseen challenges.

c. **Role of partners and history of their involvement in the community**:

Alianza Coachella Valley	• Design and implement engagement and outreach for all TCC strategies • Support the creation and leadership development of the community led Advisory Council. • Design communication materials and maintain up to date in collaboration with the City of Coachella's communications team. (print, digital, and multimedia platforms)
City of Coachella	• Commitment to have a minimum of 1 (one) staff member attend community meetings, events and committee meetings to ensure that they hear community feedback first-hand. (As needed) • Will support in providing feedback and review of all community engagement materials and messaging that Alianza creates. • Share content created by Alianza on City of Coachella's communications platforms for partners to reshare.
All additional collaborative partners	• Commitment to have a minimum of 1 (one) staff member attend community meetings, events and committee meetings to ensure

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	that they hear community feedback first-hand. (As needed for their scope of work)

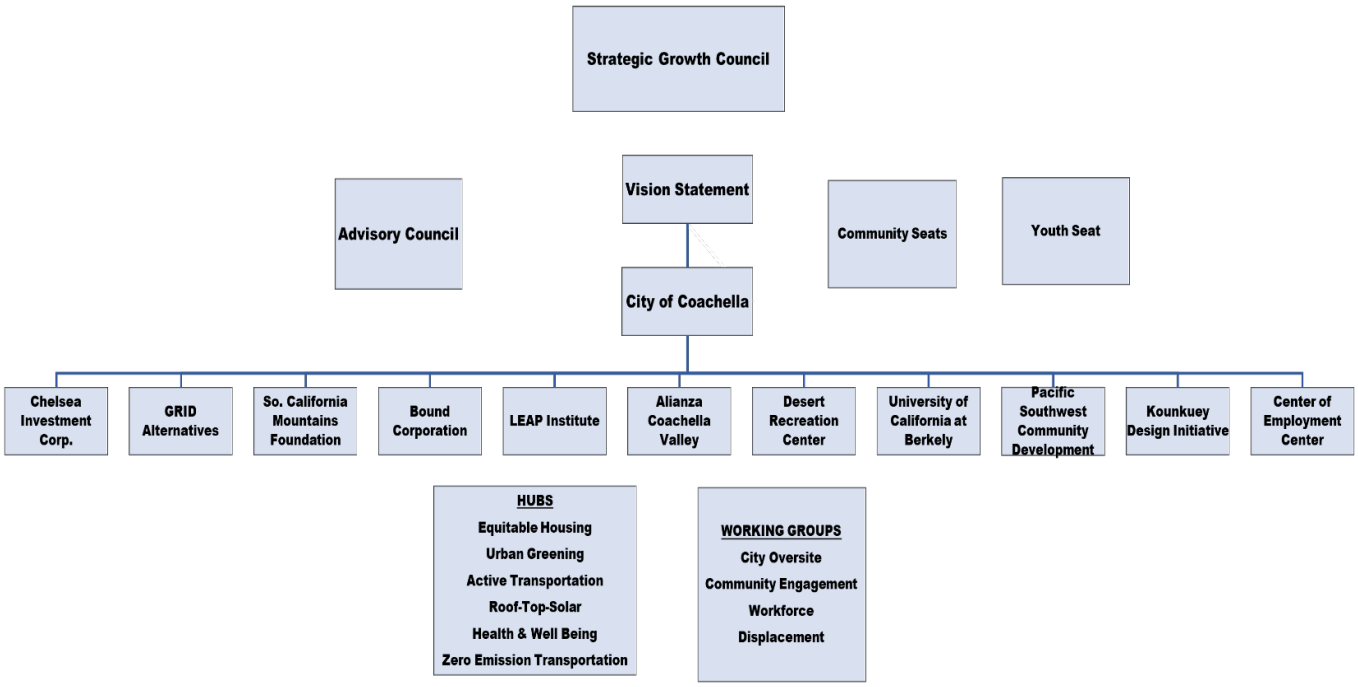
d. **Plans to ensure engagement of hard-to-reach populations:** To ensure the engagement of hard-to-reach populations, the Community Engagement Plan (CEP) will establish a community led Advisory Council that will represent diverse voices and guide projects' strategies. Events, workshops, and engagements will target Coachella residents while remaining accessible to nonprofits and businesses in the TCC project area. Special emphasis will be placed on inclusivity by hosting events in convenient locations, using culturally appropriate methods, and providing language support to overcome barriers. This approach ensures meaningful participation from underrepresented groups, fostering a more equitable and climate-resilient community.

e. **Public information and public complaint process**: Public information and public complaint process: Will be housed on the City of Coachella's website and publicized through different platforms. Clear and transparent feedback or complaints can be given via a form that will be available on the same website and/or completed at one of the various community meetings/events. Note that throughout the various activities and outreach efforts, Alianza and the City of Coachella will ensure that there are no barriers for community participation. All efforts will be made available to community members in Spanish and English. This includes ensuring that all materials are available in both languages. As well as providing translation, stipends & incentives, childcare and food & refreshments during the activities as deemed necessary. Alianza and the City of Coachella also will welcome community members to bring any additional needs to the Advisory Council via the evaluation survey, phone call or texts so that we can ensure that all participation needs are met.

III. Collaborative Stakeholder Structure

a. Collaborative Stakeholder Structure: The Advisory Council will implement the TCC grant by uniting all key stakeholders, including the City of Coachella, as well as community representatives. The council will form hubs that include: Equitable Housing, Urban Greening, Active Transportation, Rooftop Solar, Health and Wellbeing, and Zero Emission Transportation. Each hub will establish working groups for community engagement, research, policy development, and project implementation. This structure ensures collaboration across sectors to achieve equitable, sustainable, and community-driven outcomes. The corresponding diagram provides a visual outlook for an enhanced insight to the process.

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IV. Brief History of Proposal Development

a. Community engagement process: To ensure that Coachella Prospera's vision statement and proposal was inclusive, culturally competent and reflective of the needs of the City of Coachella community, Alianza had extensive and intentional pre-community engagement, which informed the projects chosen and how community engagement & decision making would look like for the next five years.

1. Due to the community engagement taking place during the pandemic and post pandemic recovery, Alianza and the City of Coachella followed all protocols and found creative ways to engage with the community in the midst of social distancing, while meeting their essential needs to be able to participate. Alianza and the City of Coachella provided childcare, food and gift cards throughout their various engagement efforts.

2. The Community Engagement Plan was developed through four community workshops. Three of the four were in-person locations in accessible gathering areas and common areas familiar to people. Accessible strategies to attend the community workshops included free transportation options to and from the workshop site. The workshops were designed to fit the lifestyle of the community members of Coachella therefore, the meetings were held in the afternoon. One of the four was virtual, as an alternative to in-person meetings. Extensive outreach was conducted through in-person invitations by canvassing 900 homes (three key locations Bagdouma Park, Las Casas Apartments, and Coachella Library), printing and posting flyers in communal spaces, radio ads at local radio stations, and social media outreach. In addition, a survey was developed as a third method for

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Coachella residents to provide input. The total number of community members reached through these pre-engagement efforts was 2,721, including 1,962 adults and 759 youth. As well as 5 businesses and 15 nonprofits. We provided all content in both English and Spanish, with food & refreshments, childcare, incentives, and translation services provided at the workshops. In these meetings and canvassing efforts, the community identified the need to include a community led Advisory Council and frequent community learning exchanges in this proposal to ensure that they are not only updated on the projects' progress but also included in the decision-making process of these implementation plans. Their decisions were integral, serving a guiding force in selecting and shaping projects.

3. Based on feedback provided and barriers uplifted by the community, Coachella Prospera ensured that their requests were included in our project(s) proposal. This includes wellness hubs (to address their socio-emotional needs), tree planting and green spaces (to provide more open and shaded outdoor spaces to be in community together after experiencing covid-19 pandemic isolation), affordable housing (apartments for retired farmworkers/seniors and the developmentally disabled), free rooftop solar panels (to support community members who have experienced financial challenges and were behind on utility bills due to job loss and high summer temperatures) and more. Meetings and surveys were used to collect input for active transportation, transit hubs, car-sharing, and e-bike projects. Residents identified mobility challenges, reviewed designs, and suggested features like shaded rest areas and expanded bike lanes.

Workforce Development and Economic Opportunities Plan (WDEOP)

I. Plan Overview (200 words)

The proposed project aims to provide high-quality career pathways for those with barriers to employment in high-paying and climate-resilient industries that are proven in demand to ensure that participants and students learn skills that lead to self-sufficiency and economic independence. Participants will work directly with Center for Employment Training (CET), GRID Alternatives, and/or Urban Conservation Corps staff to ensure they receive supportive services, such as financial assistance, individualized education plans, and alternative resources through our active referral network with community services and partnering agencies such as the Department of Rehabilitation.

CET will work directly with local employers to form Technical Advisory Committees (TAC) for each course to provide labor market analysis, curriculum and lab recommendations, and support with job readiness components. CET, GRID and UCC will provide curriculum and hands-on training in green building, solar, and energy efficiency in the TCC Project Area providing pathways for participants to enter and advance in careers that align with California's climate initiatives.

II. WDEOP Summary (1000 words)

a. Workforce needs and opportunities for Project Area residents

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Residents in the Project Area are faced with a disproportionate number of challenges and barriers to workforce participation, economic security and mobility, including the lack of high school diplomas, higher education, and formal trade training. In a 2021 study conducted by the Urban Conservation Corps of the Inland Empire as part of program planning, young adults from the Coachella Valley reported a lack of opportunities for industry specific vocation training for high paying jobs. Other inequities included lack of transportation, language barriers and financial challenges. Unemployment rates are at 5%, 0.5% higher than the state average and 1% higher than last year. EDD Occupational employment projects identify target industries as being in demand with positive growth projections up to 90% in the 10-year forecast with average industry vacancies over 10,000. Similarly, the Greater Coachella Valley Chamber of Commerce reported that employers in agriculture, tourism, hospitality and small business have challenges adapting and shifting business models and practices to meet the demands of a net zero economy. The plan is a multi-faceted approach that provides local community access to industry-specific vocational training and education that will prepare the workforce to meet the demands of a net zero economy.

b. Programs and services selected to address Project Area needs

    i. How the plan will fill the workforce needs and gaps

    ii. Alignment with the TCC Workforce Program criteria (prepare Project Area residents for long-term high-quality career pathways)

The proposed plan addresses workers, employers, and industry needs by educating and training local workers in trades and green industries that are in demand and critical to the economic growth of Coachella Valley. CET focuses on trades in Green Building & Technology, HVAC, and Electrical that are essential to building the climate-resilient infrastructure of the future. GRID focuses on the solar industry and provides solar education & training to youth and local job seekers and no-cost solar installations to residents of disadvantaged communities. UCC trains corpsmembers from disadvantaged communities in Urban Greening, Energy Efficiency and Zero Waste, and Conservation practices.

Together, the three workforce partners will join other community stakeholders to create a workforce fundamental to reducing GHG emissions, increasing and maintaining healthy tree canopy cover, and building community economic resilience as industries, governments, and individuals adapt to climate policies and change. The Coachella Valley's primary employment drivers are agriculture, hospitality, and tourism. Outdoor recreation is the top driver of local tourism. The region is maximizing its natural resources by creating new jobs in renewable energy, urban greening, green building, eco-tourism, and others that mitigate climate change while producing high-quality employment.

c. Job Training Plan (include the following information for each training component)

    i. Industry-recognized credentials gained include:

        CET: Green Awareness, EPA Section 608, Electrician Trainee Card.

        GRID: Certification in Solar installation basics and work readiness.

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UCC: High School diploma and specialized training in Urban Greening and Zero waste.

1. Credential's value to employers: Valued by employers in green industries for compliance with regulatory standards and industry best practices.

2. Transferable skills provided: Skills include technical proficiency, safety practices, and project management, enabling participants to transition across related industries.

3. Career pathways: Greenhouse gas-reducing industries, such as renewable energy, energy efficient HVAC systems, and conservation initiatives.

ii. Targeted recruitment strategies

1. Coordinated outreach via community events, digital campaigns, and partnerships with local organizations.

iii. Plans to reduce participation barriers and ensure high completion rates

1. Financial aid, stipends, wraparound support (housing, childcare), and flexible training schedules.

iv. Track record of training completion rates

1. CET Green Building: 87% completion rate.

2. HVAC Technician: 87% completion rate

3. Electrician Program (offered in San Jose): 81% completion rate.

4. GRID Installation Basics: Completion after 32–80 hours of project-based training: 87% completion rate.

The project aims to develop career pathways through hands-on skills training programs in industries that directly align with TCC Proposal Implementation. Programs include Green Building Construction, HVAC Technician and Green Technology, Electrician, Solar installation, Urban Greening, and Sustainability that align with industry practices and mitigate climate change while conserving natural resources.

Partners share a mission and experience with recruiting and serving disadvantaged communities, including the unemployed/underemployed, youth, veterans, women, BIPOC (black, indigenous, people of color) communities, and justice-involved individuals. The outreach and recruitment approach is focused on meeting populations at their doorsteps and supporting interactions with vulnerable people where they feel most comfortable. Outreach activities include presentations

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and flier distribution at churches, AJCCs, EDD workshops, job fairs, community events, and other opportunities to market and recruit trainees and students in the Project Area.

- Target occupations and industries that support TCC Proposal implementation;
- Recruit and serve Project Area residents and businesses;
- Help prepare Project Area residents for future employment demand in the region; reduce barriers to employment;
- Address the range of employment readiness needs of residents and individuals with employment barriers;
- Build on, or lead to, partnership with local workforce development boards and other key workforce development stakeholders, including organized labor and education providers;
- Address critical skill issues as industry faces challenges of climate change and environmental sustainability to help prepare local workers and employers to adapt and compete in a net zero economy;
- Align and enhance high-performing education and training programs that have a proven record of leading to high-quality, industry-recognized credentials and labor market advancement; and
- Complement but do not duplicate existing resources in the community (e.g., those not included in the Workforce Innovation and Opportunity Act [WIOA] Plan). Target occupations and industries that support TCC Proposal implementation.

d. Job Placement or Creation Plan (including the following information for all training components and additional job placement or creation components)

i. Placement strategy

a. CET:

- Placement is achieved through partnerships with employers in relevant industries such as renewable energy, HVAC, and electrical work.
- CET provides holistic job preparation services, including resume building, job application workshops, and mock interviews.
- A dedicated case management system ensures ongoing support and follow-up for up to one year after participants complete the program, enhancing placement and retention rates.

b. GRID:

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- Job placement is facilitated through on-the-job training (Installation Basics Training) on solar projects supervised by GRID staff, which provides direct experience and connections with industry professionals.

- Participants receive post-training case management and job placement support, leveraging GRID's employer network in the solar industry.

c. UCC:

- Placement strategy includes direct involvement of corpsmembers in projects such as tree planting, conservation, and urban greening. These projects often serve as stepping stones into conservation-related careers.

- Partnerships with organizations like John Muir Charter School ensure participants who lack a high school diploma can meet this prerequisite for higher-quality jobs.

ii. Partnerships with workforce development boards or employers, or targeted job recruitment practices

1. CET: Collaborates with local Workforce Development Boards (WDBs) for job placement and employer engagement

2. GRID: Works closely with local employers in the solar energy sector and uses its Energy for All program to engage participants in community-based solar installations, preparing them for full-time roles in the industry.

3. UCC: Partners with local and state-level agencies, including the California Conservation Corps, to provide pathways into environmental and conservation jobs. As well as engages with community partners for recruitment and connects corpsmembers with local contractors and conservation-focused employers.

iii. Targeted high-quality employment career pathways. Describe the high-quality job factors of the targeted pathways (e.g., local living wages, benefits, opportunities for advancement, geographic accessibility, job strain, working conditions, job retention or duration of employment).

1. CET:

- Career Pathways: Renewable energy, energy-efficient HVAC systems, electrical installation.

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- High-Quality Job Factors: Local living wages and benefits.
- Opportunities for advancement into specialized or supervisory roles.
- Geographic accessibility, with training tailored to local employer needs.
- Safe working conditions, meeting OSHA standards.

2. GRID:
    - Career Pathways: Solar energy installation and maintenance.
    - Paid training with hands-on experience in real-world solar projects.
    - Career development support to transition into well-paying roles with benefits.
    - Opportunities to advance into leadership roles within the renewable energy sector.
    - Positive work environments that prioritize sustainability and social impact.
3. UCC:
    - Career Pathways: Conservation, urban greening, waste management, and tree canopy expansion.
    - Paid on-the-job training in conservation-related fields.
    - Integration of high school diploma attainment for upward mobility.
    - Career-readiness training that emphasizes job retention and advancement.
    - Jobs aligned with environmental justice and sustainability goals, fostering meaningful, long-term employment.

iv. Track record of job placement and retention rates

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Based on the most recent report submitted by CET to the accrediting agency (Council on Occupational Education) in March 2024, the following completion and placement rates were provided:

1. Green Building Construction Skills:
    - Completion Rate: 87%
    - Training-Related Placement Rate: 74%
2. HVAC Technician & Green Technology:
    - Completion Rate: 87%
    - Training-Related Placement Rate: 71%
3. Electrician (Residential & General):
    - Offered at the San Jose campus (not Coachella yet)
    - Completion Rate: 81%
    - Training-Related Placement Rate: 86%.

The plan provides targeted training to deliver technical skills training and supportive services for successful program completion and direct entry-level career opportunities. The partnership provides access to local, high-quality jobs with benefits supporting self-sufficiency and sustainability through proven practices. CET implements programs through a rigorous process that includes mandatory industry support. The employer relationship ensures that their needs and most sought-after skills are woven into the curriculum design, creating sustainable career pipelines. GRID focuses on the increasing demand for solar. As part of TCC, GRID will also be installing solar panels on 70 homes and supporting energy audit training to prepare those homes. UCC creates partnerships with grants to fund needed local projects that Corpsmembers can get paid to work on. Urban greening projects part of TCC will be completed and supported through UCC programming. Each partner's mission is to provide services to those with barriers to employment, increasing access to economic stability and creating access points for TCC Project Area residents.

As a WIOA partner, CET works closely with local WDB and their business service representatives to ensure they stay congruent with local initiatives and partnerships to support employer needs. CET supports local WDB needs by participating in boards, job fairs, recruitment activities, and networking events. CET staff will assist students in job placement with employers upon course completion. Students are assisted with finding established employers who are industry leads who abide by all state and federal hiring laws, including fair benefit and wage compensations and labor agreements. CETs staff will follow a student through employment for up to 1 year, ensuring that they are satisfied, and will provide support if an alternative job placement is requested.

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GRID Trainees completing a minimum of 32 hours (or 2 projects) to a maximum of 80 hours (or 5 projects) will be eligible for case management support through job readiness (resume/cover letter building, interview prep), career exploration (review solar career opportunities, transferable skills gained, and other related jobs), referrals to wraparound support services with other community partners (ex: Riverside County WIOA), and job search assistance. GRID will also support job placement through local employer engagement of actively hiring companies, provide direct connections of employers and trainees for open positions, enroll trainees in GRID biweekly "job alerts" emails, and track trainee job placements through quarterly follow-up calls and self-reporting.

In addition to providing weekly "Portfolio" classes on life skills, career readiness, and career exploration, Leadership training, public speaking and interviewing techniques, UCC will also provide Corpsmembers 1:1 case management with the Corpsmember Development Coordinator. These case management services will include referrals and assistance obtaining services for outside services and providers as needed, assistance with applications for jobs, financial aid, higher education, and other individualized services as needed.

Displacement Avoidance Plan (DAP)

I. Plan Overview (200 words)
The Coachella Prospera Displacement Avoidance Plan (DAP) aims to prevent the displacement of low-income households and small businesses in the City of Coachella through a combination of new and existing policies and new programs. The DAP addresses the specific vulnerabilities of residents and businesses by establishing a framework that ensures long-term housing affordability, tenant protections, and small business support. The plan is supported by the City of Coachella and its partners, including the Kounkuey Design Initiative (KDI), KE Impacts and Fair Housing Council of Riverside County (FHCRC). Key components include tenant rights education, community engagement, and a grant program for small businesses. Through community engagement efforts like the Resident Ambassador Program and Small Business Alliance, our plan seeks to foster leadership and ensure ongoing monitoring accountability. Monitoring mechanisms, such as tracking displacement trends, will be used to adjust and develop new policies as needed throughout the grant period.

II. Resident DAP Summary (500 words)
    a. Displacement vulnerability

    Coachella residents are highly vulnerable to displacement, with 60% of residents living in poverty and 70% of renters cost-burdened. The city also has a significant population of undocumented residents who are hesitant to seek government assistance. Displacement risks are compounded by rising rents, the increase in short-term rentals due to the Coachella Music Festival, and a general shortage of housing.

    b. Programs and policies to address vulnerability

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Key policies that will be evaluated during the DAP include the recently adopted Inclusionary Housing Ordinance that mandates affordable housing in new developments, and a Local Preference Policy, which prioritizes local residents for new affordable units. The plan also includes culturally relevant tenant rights education led by the Fair Housing Council, which will help tenants understand their rights and access services like tenant-landlord mediation.

i. Brief description of existing policies

Existing policies include the City's Density Bonus Ordinance, which incentivizes the creation of affordable housing, and the Accessory Dwelling Unit Ordinance that facilitates the development of affordable ADUs. Additionally, the Coachella Home Enhancement Program, and Immigrant Families Recovery Program provide financial support to residents at risk of displacement.

ii. Process of selecting new policies

The selection process for new policies was driven by a combination of data analysis, community engagement, and consultations with partners. The Urban Displacement Project's findings were instrumental in identifying the most vulnerable populations and areas, which helped shape the focus on tenant protection and affordable housing.

iii. Description of new policies that will fill the gap

The Inclusionary Housing Ordinance is designed to increase the availability of affordable housing. During the project implementation we will evaluate this policy and recommend any changes or updates if necessary. The Local Preference Policy will ensure that existing residents benefit from newly built affordable housing. Additionally, tenant rights education will fill gaps in current protections by equipping residents with the knowledge and tools to avoid displacement.

c. Implementation plan

i. Community engagement and feedback loops

The Resident Ambassador Program will be critical in maintaining an ongoing dialogue with the community, ensuring that local concerns are addressed. These ambassadors will gather feedback, report displacement trends, and help hold city officials accountable for the implementation of policies.

ii. How the plan will address potential implementation challenges

A major challenge is fear among undocumented residents of seeking assistance. To address this, trusted community organizations like KDI will lead outreach efforts in culturally appropriate ways. Another challenge is the complexity of implementing new housing policies, which will be mitigated by ongoing collaboration with policy experts.

iii. Monitoring mechanism

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The Resident Ambassador Program will track displacement trends, including rent increases, home purchases by investors, and tenant needs for rental assistance or legal services. This data will be used to inform ongoing adjustments to the DAP.

iv. Process to amend or identify new policies

The DAP includes a built-in evaluation process where data from the Resident Ambassador Program will guide the identification of emerging trends. Based on this, the DAP team will develop policy recommendations along with staff and city officials will explore new policies or amend existing ones to address displacement more effectively.

III. Small Business DAP Summary (500 words)

a. Displacement vulnerability

Small businesses in Coachella, particularly those owned by people of color and immigrants, face significant displacement risks due to rising rents, crime, and sanitation issues along commercial corridors. Many of these businesses are still recovering from the disproportionate impact of the COVID-19 pandemic and lack access to resources for planning and compliance.

b. Programs and policies to address vulnerability

The plan includes the creation of a Small Business Alliance, which will help business owners collectively advocate for their needs and stay informed about city resources This includes sharing information about a City-funded grant program to help businesses with code compliance and retail space improvements and a City-led program that offers reduced rent in City-owned commercial spaces to small businesses as part of its effort to stabilize local enterprises.

i. Brief description of existing policies

Coachella already offers discounted rents to local nonprofits in City-owned facilities. The City also ran a CARES Act grant program for small businesses and essential workers, though this program has since expired.

ii. Process of selecting new policies

The selection process was based on feedback from small business owners during engagement sessions. Key issues identified included the need for financial support, affordable rent, and better communication with city officials. These priorities shaped the development of new policies focused on stabilization and support.

iii. Description of new policies that will fill the gap

The Small Business Alliance will address the gap in communication between business owners and city officials, giving owners a formal platform for advocacy.

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c. Implementation plan

The Small Business Alliance will be convened by KDI, with support from the City of Coachella. The alliance will meet regularly to discuss priorities and provide feedback for the $1 Million Façade Improvement Program.

i. Community engagement and feedback loops

Business owners will be able to provide input through the Small Business Alliance, which will serve as a feedback loop for policy implementation and future decision-making. Regular meetings and workshops will ensure ongoing communication between business owners and city officials.

ii. How the plan will address potential implementation challenges

Distrust of city government is a significant barrier. The Small Business Alliance will help build trust by giving business owners a direct line of communication with city officials. Additionally, the grant program will address the financial burden of code compliance, a key challenge for many business owners.

Climate Adaptation and Resiliency Plan (CARP)

I. Plan Overview (200 words)

The City of Coachella faces numerous environmental challenges linked to its unique geography and changing climate. With rising temperatures, poor air quality, and increasing risks of extreme weather, the region's residents, economy, and infrastructure are vulnerable to a wide range of hazards. To address these threats, the City of Coachella will be developing and implementing its Climate Adaptation and Resiliency Plan (CARP).

The CARP seeks to proactively address the risks posed by climate change and ensure the long-term health, safety, and well-being of Coachella's residents. The plan will include a comprehensive assessment of city-owned assets, infrastructure, and vulnerable populations, while also proposing strategies to reduce energy demand, provide respite from the heat, increase active transportation, reduce GHG emissions, and improve air quality. By addressing the multifaceted impacts of climate change head-on, Coachella aims to build a more sustainable, livable future for all its residents.

II. CARP Summary (600 words)

a. Climate Vulnerability

i. Description of risks and exposures in the Project Area

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ii. Impacts of risks and exposures on vulnerable populations and the built environment

The City of Coachella is susceptible to extreme heat, poor air quality, flooding from heavier precipitation, severe drought, high winds, blowing sand, and air inversions, each of which plays a major role in determining regional air quality. Coachella's Healthy Places Index score is 3.0, ranking it amongst the less healthy communities in the State of California. The Regional Opportunity Index shows the Project Area as having one of the lowest opportunities based on assets, education, economy, housing, mobility/transportation, health/environment, and civic life. Additionally, the Coachella Valley region is in a state of "non-attainment" with respect to state and federal ambient air quality standards for ozone and PM10, due to a combination of locally-generated pollution, unique topographic and climatic characteristics, and the transport of pollutants from metropolitan areas to the west—including the effects of the Salton Sea's receding shorelines and shallower-waters that produce rotten-egg odor events during the hot summers when the monsoonal rains flow into the region. In addition, due to climate change, the number of days above 85 degrees between November and April is projected to increase up to 150% by the end of the century. Therefore, implementing a Climate Resilience Action Plan and Vulnerability Assessment will help improve the air quality and the quality of life of the residents of Coachella and beyond.

The following is a breakdown of Coachella's main impacts and their risks and exposures:

- Extreme Heat - could impact electricity generation capacity, cause heat stress on outdoor workers and machinery, create excessive heat at facilities in need of upgrades, and increase peak energy and water demand.

- Air Quality - Exposure to allergens causes health problems for many people. When sensitive individuals are simultaneously exposed to allergens and air pollutants, allergic reactions often become more severe. The increase in air pollutants makes the effects of increased allergens associated with climate change even worse.

- Flooding from Heavier Precipitation - could create safety risks for emergency personnel and staff, impede access to utility facilities, damage facilities and infrastructure, disrupt the transportation system, challenge egress and ingress routes during major flooding events, overwhelm stormwater drainage systems, and disrupt utility service where there is a lack of redundant energy supplies.

b. Adaptation Measures in TCC Project

i. Measures to address risks of vulnerable populations

The Coachella Prospera proposal comprehensively addresses reducing risk and improving resiliency for climate-vulnerable populations through a series of strategic measures. Urban greening initiatives, including tree planting and a tree inventory, mitigate extreme heat impacts, promote air quality, and encourage active transportation in a high-heat community. Rooftop solar installations and renewable energy systems enhance resilience

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to power disruptions while lowering energy costs. Zero-emission transportation options are prioritized to connect residents to workplaces and reduce pollution-related health risks.

The proposal also includes job training programs in green industries to empower economically vulnerable populations, affordable housing designed for seniors, and bicycle lanes and pedestrian paths that close gaps in the active transportation network. A bus transit hub is planned to support a shift to cleaner transportation modes, enhancing access and reducing emissions.

Additional measures include the establishment of a wellness hub to provide critical health and social services, and the enhancement of five neighborhood parks with features encouraging exercise and active lifestyles in a community lacking sufficient recreational spaces. Finally, the initiative is guided by four transformative plans that align with climate adaptation frameworks to ensure the overall resilience of the Coachella Prospera Project Area, emphasizing inclusive planning, infrastructure readiness, and sustainable development.

The enhancement of five parks in the Coachella Prospera Project Area with recreational elements that encourage exercise and active lifestyles is closely tied to broader renovations and climate-adapted design through the integration of urban greening and green infrastructure strategies. By incorporating features such as the planting of 300 low-water trees (at designated parks and through a community tree giveaway) and 140 low-water vegetation, the project not also mitigates urban heat islands, improves air quality, and supports water efficiency. These enhancements align with broader climate resilience goals, including reducing greenhouse gas emissions, managing stormwater through permeable surfaces, and increasing tree canopy to provide shade and reduce heat exposure.

Furthermore, the project adopts a community-centered approach by engaging residents in tree planting and care, promoting environmental education, and involving local workforce development programs in the implementation process. These elements ensure long-term sustainability while addressing climate adaptation by creating parks that are not only recreational but also serve as vital components of urban resilience. Through careful planning, water-efficient irrigation systems, and strategic shading, the enhanced parks contribute to a healthier and more sustainable environment, making them a cornerstone of Coachella's climate-adapted urban infrastructure.

ii. Measures to increase resiliency of proposed infrastructure projects

The City of Coachella is proposing to implement a comprehensive Climate Resilience Action Plan, which includes commissioning a Tree Inventory and Vulnerability Assessment. These efforts aim to prepare for potential extreme weather impacts on City-owned assets, operations, and the broader community while developing strategies to mitigate those impacts.

Key measures include the integration of low-water-use plantings and climate-appropriate tree palettes to enhance urban greening efforts and mitigate the heat island effect. Permeable surfaces will be incorporated into infrastructure to improve stormwater

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management, reduce flooding risks, and support groundwater recharge. Strategic shading will be employed for parks, housing developments, and active transportation corridors to reduce heat exposure, increase comfort, and encourage outdoor activity.

Additional resilience measures include retrofitting critical infrastructure to withstand high winds, extreme heat, and flooding. Cooling systems and redundant energy supplies will be integrated into facilities to ensure continued operation during extreme weather events. The City's infrastructure projects will also utilize localized climate data and projections to adapt designs to future conditions, ensuring the long-term functionality and sustainability of investments. These efforts will collectively enhance the resilience of proposed infrastructure and support the well-being of Coachella's residents.

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Attachment D-3: Invoicing and Reporting Templates

[TO BE PRINTED ON GRANTEE LETTERHEAD]

Date: _____

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

IMPLEMENTATION GRANT - BIMONTHLY INVOICE SUMMARY

Grantee:		Grant Number:	
TCC Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[END DATE]
Authorized Signatory: (Name)		(Position)	
By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.			
Signature:		Date:	

TCC Grant Element	**Amount**
Grantee Costs	
Project #1	
Project #2	
Project #3	
Project #4	
Project #5	
Project #6	
Project #7	
Project #8	
Community Engagement Plan	
Displacement Avoidance Plan	
Workforce Development and Economic Opportunities Plan	
Indicator Tracking Plan	

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TOTAL to be reimbursed this Period	$-
Advance Pay Deduction	
Total Reimbursement Requested	$-
Total Budget	
Total Invoiced to Date	
Amount Remaining	$-

Advance Pay Summary	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

IMPLEMENTATION GRANT - INVOICE DETAIL

Complete this form for Grantee Costs, Funded Projects, Indicator Tracking Costs and Transformative Plans.

Grantee:		Grant Number:	
TCC Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[END DATE]
[Insert Grantee Costs, Indicator Tracking, TCC Project # and Name, or Transformative Plan Name]		Lead Entity: [Insert name]	

TASK	Cost Description/Category	Amount	Supporting Documentation/Page #
1			
	Subtotal	$-	
2			
	Subtotal	$-	
3			
	Subtotal	$-	
4			
	Subtotal	$-	
Travel			

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	Subtotal	$-	
Equipment			
	Subtotal	$-	
Indirect/Overhead			
	Subtotal	$-	
	SUBTOTAL FOR THIS PERIOD	**$-**	

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

PROGRESS REPORT

Grantee:			Grant Number:
TCC Project Name:			Round #:
Period #:	Reporting Period:	[Start Date] to [End Date]	
Authorized Signatory: [Name]		[Position]	
By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.			
Signature:			Date:

1. Summarize the administrative work (**Grantee Direct** and **Indirect/Overhead Costs**) completed by the Grantee during the reporting period:

Grantee Activities	**Grant Funds Spent**
[INSERT Task # and Name]	$
• Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) • **Bold any deliverables submitted**	
[INSERT Task # and Name]	$
[INSERT Task # and Name]	$

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

Total	**$**

2. Summarize the work completed during reporting period. Insert one table for each **Funded Project** and **Transformative Plan**.

[INSERT NAME OF FUNDED PROJECT OR PLAN]	**Lead Entity: [INSERT]**
Tasks	**Grant Funds Spent**
[INSERT Task # and Name]	$
• Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) **Bold any deliverables submitted**	
[INSERT Task # and Name]	$
[INSERT Task # and Name]	$
[INSERT Task # and Name]	$
Total	**$**

3. Summarize the **Indicator Tracking** work completed during the reporting period:

[INSERT ITP 1 or 2]	**Grant Funds Spent**
[INSERT Task # and Name]	**$**
• Describe work completed • Use bullet points and be succinct	

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• Make sure to clearly align with the language used in Exhibit B (to ensure easy review) **Bold any deliverables submitted**	
Total	**$**

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL PROGRESS REPORT

Grantee:			Grant Number:
TCC Project Name:			Round #:
Period #:	Reporting Period:	[Start Date] to [End Date]	
Authorized Signatory: [Name]		[Position]	
By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables: • Annual Leverage Funding Report • Annual Equipment Inventory Record			
Signature:			Date:

Please respond to the following questions in 1-3 paragraphs, or with clear bullet points:

Success Stories and Lessons Learned

1. Summarize the major grant milestones completed in the last year.
2. Please share any other success stories from the Project Area, and provide links to related media, as applicable.
3. Describe any "lessons learned" in this past year. Specifically highlight any lessons that may help current grantees, future applicants, or the State, in continued implementation of the projects, and program, respectively.

Challenges and Areas for Improvement

For each question below, please elaborate on: a) steps that the Grantee or Partners are taking to improve, or b) actions or assistance needed from the State, as applicable.

4. Discuss any challenges experienced while implementing the grant.
5. Describe any issues faced when working with the technical assistance providers and/or program evaluation consultants.
6. Describe any concerns related to administering the grant and/or working with the State.

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Leverage Projects

7. Summarize each Leverage Project's milestones and deliverables completed in the last year.
8. Summarize the leverage projects that have not met their planned milestones or timelines for the year. Describe the adjusted new timeline.
9. Describe any challenges and/or issues faced with implementing or monitoring stand-alone leverage projects.

Additional TCC-Related Investments

List any new, additional investments generated by the TCC grant or extended leverage commitments adopted after TCC grant execution. Only include additional leverage funding that was not originally included in the grant agreement.

Leverage Project or New Investment	Funding Source	New Amount Committed ($)	Dates Committed	Description of Project or New Investment (include reference links, if available)

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL LEVERAGE FUNDING REPORT

Grant Number:
Grantee:
TCC Project Name:
Funding Round:

Reporting Period Dates: [START – END DATE]

Project #, Plan, or Grantee Costs	Funding Source	Total Committed ($)	Amount ($) Spent During Reporting Period	Dates Spent (MM/DD/YYYY-MM/DD/YYYY)	Supporting Documentation (File Name)
	Totals:				

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL EQUIPMENT INVENTORY RECORD

Grant Number:
Grantee:
TCC Project Name:
Funding Round:

Reporting Period Dates: [START – END DATE]

Project # Or Plan	Grantee or Partner Name	Description of Equipment	Manufacturer Name	Model (If Applicable)	Model Year (For Vehicles Only)	Serial #, License #, Or Vin	Date Purchased (MM/DD/YYYY)	Purchase Order #	Amount ($)	Supporting Documentation (File Name)
								Total		

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Attachment D-4: Reporting Schedule

See Section 12. Reporting Requirements for additional details. Note that Project Completion Reports have not been included in the schedule, because they will be completed on a rolling basis once individual projects are completed.

Progress Reports are due every two months and are to be submitted as a component of the invoice package.

Annual Reports include an annual progress report; relevant indicator reporting; reports on leverage projects; and an equipment inventory.

The Final Report must be submitted at the end of the Project Completion Period. If all Projects have been completed and the Grantee has fulfilled all requirements for the Project Completion Period, the Final Report may be submitted prior to the end of the Project Completion Period, September 2028.

The Performance Period will vary for each Funded Project and will begin immediately after each Funded Project is completed, if applicable (see Section 1, Definitions). If the Grantee has fulfilled all requirements for the Project Completion Period and Performance Period, the SGC Indicator Tracking may terminate earlier than the end of the grant term, April 2029.

REPORTING SCHEDULE				
REPORTING PERIOD		**BIMONTHLY PROGRESS REPORT**	**ANNUAL REPORTS** (Progress, Indicators, Leverage Funding, Equipment Inventory)	**DUE DATE**
START DATE	**END DATE**			
Grant Execution	January 31, 2025	X		February 28, 2025
February 1, 2025	March 31, 2025	X		April 30, 2025
April 1, 2025	May 31, 2025	X		June 30, 2025
Grant Execution	June 30, 2025		X – All Grantee-Authored Annual Reports (Covers Grant Execution – June 30, 2025)	August 31, 2025
June 1, 2025	July 30, 2025	X		August 31, 2025
August 1, 2025	September 30, 2025	X		October 31, 2025
October 1, 2025	November 30, 2025	X		December 31, 2025
December 1, 2025	January 31, 2026	X		February 28, 2026
February 1, 2026	March 31, 2026	X		April 30, 2026
April 1, 2026	May 31, 2026	X		June 30, 2026
July 1, 2025	June 30, 2026		X – All Grantee-Authored Annual Reports (Covers July 1, 2025 – June 30, 2026)	August 31, 2026

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REPORTING SCHEDULE				
REPORTING PERIOD		**BIMONTHLY PROGRESS REPORT**	**ANNUAL REPORTS** (Progress, Indicators, Leverage Funding, Equipment Inventory)	**DUE DATE**
START DATE	**END DATE**			
June 1, 2026	July 31, 2026	X		August 31, 2026
August 1, 2026	September 30, 2026	X		October 31, 2026
October 1, 2026	November 30, 2026	X		December 31, 2026
December 1, 2026	January 31, 2027	X		February 28, 2027
February 1, 2027	March 31, 2027	X		April 30, 2027
April 1, 2027	May 31, 2027	X		June 30, 2027
July 1, 2026	June 30, 2027		X – All Grantee-Authored Annual Reports (Covers July 1, 2026 – June 30, 2027)	August 31, 2027
June 1, 2027	July 31, 2027	X		August 31, 2027
August 1, 2027	September 30, 2027	X		October 31, 2027
October 1, 2027	November 30, 2027	X		December 31, 2027
December 1, 2027	January 31, 2028	X		February 28, 2028
February 1, 2028	March 31, 2028	X		April 30, 2028
April 1, 2028	May 31, 2028	X		June 30, 2028
July 1, 2027	June 30, 2028		X – All Grantee-Authored Annual Reports (Covers July 1, 2027 – June 30, 2028)	August 31, 2028
June 1, 2028	July 31, 2028	X		August 30, 2028
August 1, 2028	September 30, 2028	X		October 31, 2028
October 1, 2028	November 30, 2028	X		December 31, 2028
December 1, 2028	January 31, 2029	X		February 28, 2029
July 1, 2028	March 31, 2029	X	X – All Grantee-Authored Annual Reports (omit Equipment Inventory)(Covers July 1, 2028 – End of Project Completion Period) plus FINAL REPORT covering full grant term	May 31, 2029

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Attachment D-5: Indicator Tracking Tables

Indicators have been broken out by TCC Project Component. Below are examples of general indicators for some of the Projects and Transformative Plans. Indicators should be reported annually and after project close out and at grant term end, as needed.

Specific indicators for each Funded Project, Leverage Project, and Transformative Plan will be developed in consultation with the Evaluation Technical Assistance Provider and amended into this Grant Agreement. Below are examples of general indicators for various project strategies and plans.

General Indicators for Equitable Housing and Neighborhood Development Projects

Indicator	Data Source
Housing units [# constructed by size of unit]*	Project documentation (e.g., design plans)
Affordable housing units [# constructed by size of unit]*	Project documentation (e.g., design plans)
Trees planted [#, species, location]*	Project documentation (e.g., landscaping invoices)
Net density [Dwelling units / acre]*	Project documentation (e.g., design plans)
% of housing units occupied	Project documentation (e.g., rental agreements)
% of income restricted housing units occupied	Project documentation (e.g., rental agreements)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number of energy efficiency measures installed by measure type and building type	Project documentation (e.g., installation invoices)

General Indicators for Active Transportation Projects

Indicator	Data Source
Linear feet and location of bike lanes installed, by class	Project documentation (e.g., project design plans)
Linear feet and location of pedestrian pathways completed	Project documentation (e.g., project design plans)
Number and location of American Disabilities Act (ADA) standard ramps installed	Project documentation (e.g., project design plans)

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Indicator	Data Source
Number and location of signalized intersections installed with bike detection	Project documentation (e.g., project design plans)

General Indicators for Transit and Rail Access Projects

Indicator	Data Source
Free / reduced cost transit passes issued	Project documentation (e.g., procurement records)
Number and type (make, model) of electric vehicles added to public transit fleet	Project documentation (e.g., procurement records)
Number and type (make, model) of alternative fuel vehicles added to public transit fleet (by fuel type)	Project documentation (e.g., procurement records)
Additional departure times added by transit route separated by transit type	Project documentation (e.g., service schedules)
Additional stops added by transit route	Project documentation (e.g., service schedules)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number and type of energy efficiency measures adopted / installed	Project documentation (e.g., installation records)

General Indicators for Car Sharing and Mobility Enhancement Projects

Indicator	Data Source
Vehicles in service [# and type (model, make)]	Project documentation (e.g., fleet purchase and service records)
Number and location of charging stations installed	Project documentation (e.g., installer invoices)
Number and location of EV charging outlets installed by level of service	Project documentation (e.g., installer invoices)
Number of users registered for carsharing and other mobility project types	Project documentation (e.g., user registration records)
Number of users registered for vanpool	Project documentation

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Indicator	**Data Source**
service	(e.g., user registration records)
Number of EV miles traveled (by PEV type)	Project documentation (e.g., fleet mileage reports)
Number of vanpool miles traveled	Project documentation (e.g., fleet mileage reports)
Number of vehicle miles traveled by other shared vehicles	Project documentation (e.g., fleet mileage reports)
Estimated energy usage (kWh) from installed EV charging infrastructure	Project documentation (e.g., metered data, if available)

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General Indicators for Solar Installation, Energy Efficiency, and Appliance Electrification Projects

Indicator	Data Source
Number of solar PV systems installed by building type	Project documentation (e.g., installation invoices)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number of solar water heating systems installed by building type	Project documentation (e.g., installation invoices)
Number of fossil fuel based water heating systems replaced by type	Project documentation (e.g., installation invoices)
Number of energy efficiency measures installed by type of measure and building type	Project documentation (e.g., installation invoices)
Number of site visits to assess energy efficiency potential by building type	Project documentation (e.g., assessment paperwork)
Number of site visits to assess solar PV potential by building type	Project documentation (e.g., assessment paperwork)
Number of site visits to assess solar water heating potential by building type	Project documentation (e.g., assessment paperwork)
Number of individuals trained on energy efficiency measures by building type	Project documentation (e.g., training records)
Number of individuals trained on solar PV maintenance by building type	Project documentation (e.g., training records)
Number of individuals trained on solar water heating system maintenance by building type	Project documentation (e.g., training records)

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

General Indicators for Urban Greening and Green Infrastructure Projects

Indicator	Data Source
Trees planted [#, species, location]	Project documentation (e.g., landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g., design plans)
Square feet of permeable surfaces added	Project documentation (e.g., design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g., training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g., training records)

General Indicators for Health Equity and Well-Being Projects

Indicator	Data Source
Trees planted [#, species, location]	Project documentation (e.g., landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g., design plans)
Square feet of permeable surfaces added	Project documentation (e.g., design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g., training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g., training records)

General Indicators for Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area

Indicator	Data Source
Number of community engagement events held [by language]	(e.g., flyers in different language, photos)
Number of stakeholders engaged at each event	Project documentation (e.g., sign in sheets)

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

Indicator	Data Source
Number of stakeholders engaged through the site's social media outreach	Project documentation (e.g., social media followers)
Number of materials distributed to stakeholders (by language)	Project documentation (e.g., mailing lists)
Total number of people directly served by TCC projects	Project documentation (e.g., project level registration lists)
Total number of volunteers who participated in project implementation	Project documentation (e.g., volunteer sign-in sheets)
Total number of people who provided commentary or input on the project	Project documentation (e.g., meeting minutes, written comments, etc.)

General Indicators for Displacement Avoidance Plan (DAP)

Indicator	Data Source
Number of affordable units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of market rate units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of affordable units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of market rate units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of workshops to inform residents about affordable housing opportunities	Project documentation (e.g., agendas)
Number of residents engaged at workshops about affordable housing opportunities	Project documentation (e.g., sign-in sheets)
Number of tenant's rights education classes held	Project documentation (e.g., agendas)
Number of residents participating in tenant's rights education classes	Project documentation (e.g., sign-in sheets)
Number of foreclosure prevention events for homeowners and owners of multi-unit dwellings (MUDs)	Project documentation (e.g., agendas)

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

Indicator	Data Source
Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops	Project documentation (e.g., sign-in sheets)
Number of site visits conducted to assess the health and needs of businesses	Project documentation (e.g., assessments)

General Indicators for Workforce Development and Economic Opportunities Plan for a Specific Project and overarching TCC Project Area

Employment Activities

Indicator	Data Source
Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics	Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)
Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment	Project documentation (e.g., agreement records)

Job Training Activities

Indicator	Data Source
Number of job training opportunities instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around training opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job training opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job training opportunities	Project documentation (e.g., job training applications)
Number of individuals enrolled in job training opportunities	Project documentation (e.g., enrollment paperwork)
Number of trainees that completed job training, disaggregated by training quality and access metrics	Project documentation (e.g., training records)

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

Job Placement Activities

Indicator	**Data Source**
Number of job placement arrangements instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around job placement opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job placement opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job placement opportunities	Project documentation (e.g., job placement applications)
Number of job placement participants placed in employment	Project documentation (e.g., placement records)

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

Attachment D-6: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: William B. Pattison *(Type or Print Name)* **Title:** Acting City Manager

Signature: Signed by: William B. Pattison C24F6834EAC74AD... **Date:** 11/18/2024

Delegated Authorized Signatories:

1. **Name:** Celina Jimenez *(Type or Print Name)* **Title:** Director of Economic Development

Signature: Signed by: Celina Jimenez E9CC0B80247E493... **Date:** 11/18/2024

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☒ Budget Amendments ☒ Reports
☒ Invoices ☐ Other _____

---

2. **Name:** Jaime Arroyo *(Type or Print Name)* **Title:** Grants Manager

Signature: Signed by: Jaime Arroyo A23930A4F44E486... **Date:** 11/18/2024

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☒ Reports
☒ Invoices ☐ Other ___

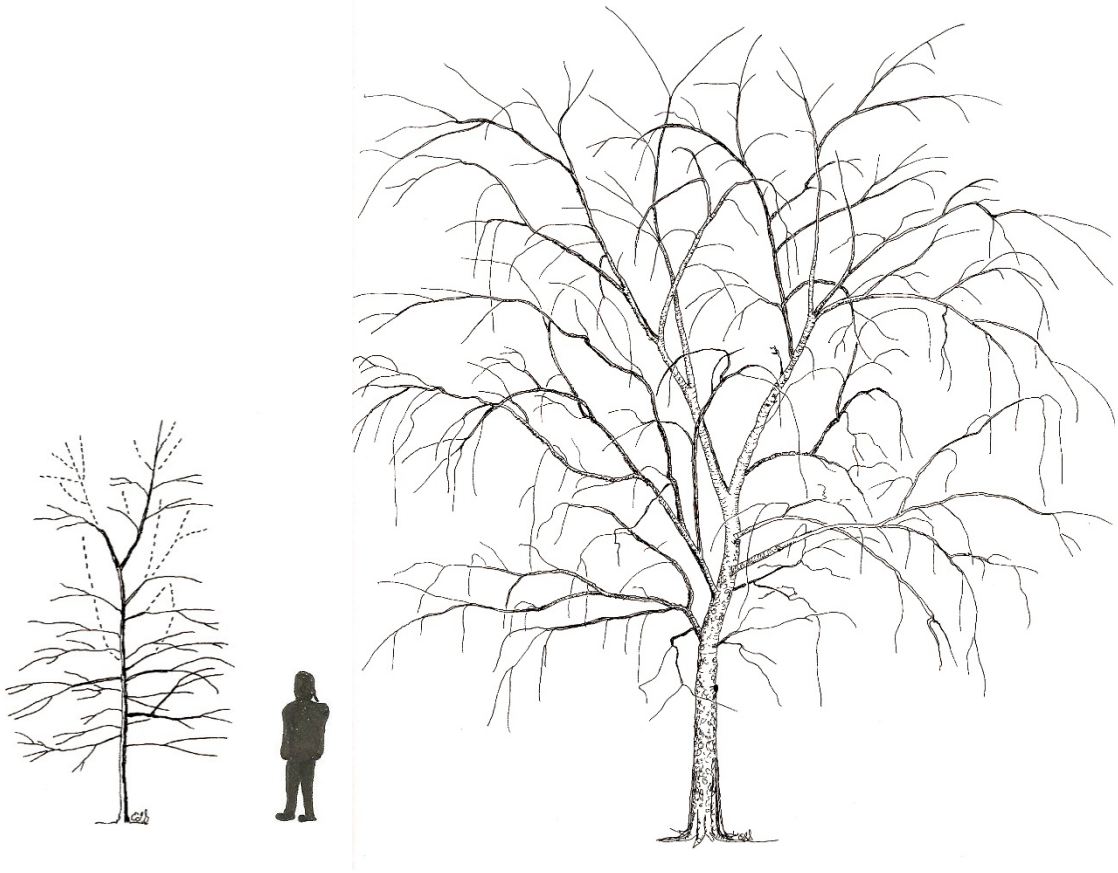
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Attachment D-7: CalFire Urban Greening Standards

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CAL FIRE STANDARDS AND SPECIFICATIONS FOR PURCHASING, PLANTING, AND MAINTAINING TREES



This Appendix is a compilation of the *Guideline Specification for Nursery Tree Quality: Strategies for Growing a High-Quality Root System, Trunk, and Crown in a Container Nursery, and the Tree Care Cue Cards*. It has been prepared to instruct grantees on how to select, plant, and care for young trees.

Illustrations by Edward F. Gilman, Professor, Environmental Horticulture Department, IFAS, University of Florida; adaptions from Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines, 4th ed., by R. W. Harris, J. R. Clark, and N. P. Matheny (Prentice Hall, 2003).

Urban Tree Foundation

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION CAL FIRE SINCE 1885

CALIFORNIA ReLEAF

WESTERN CHAPTER INTERNATIONAL SOCIETY OF ARBORICULTURE

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Nursery Tree Quality

I. GENERAL SPECIFICATIONS

Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by species and cultivar (as appropriate).

Compliance: All trees shall comply with federal and state laws and regulations requiring inspection for plant disease, pests, and weeds. Inspection certificates required by law shall accompany each shipment of plants. Clearance from the local county agricultural commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted. Even though trees may conform to county, state, and federal laws, the buyer may impose additional requirements.

Inspection: The buyer reserves the right to reject trees that do not meet specifications as set forth in these guidelines or as adopted by the buyer. If a defect or substandard element can be corrected easily, appropriate remedies shall be applied. If destructive inspection of a root ball is to be done, the buyer and seller shall have a prior agreement as to the time and place of inspection, number of trees to be inspected, and financial responsibility for the inspected trees.

Delivery: The buyer shall stipulate how many days prior to delivery that delivery notification is needed. Buyer shall stipulate any special considerations to the nursery prior to shipment.

II. HEALTH AND STRUCTURE SPECIFICATIONS

These specifications apply to deciduous, broadleaf evergreen, and coniferous species. They do not apply to palms. Note that leaf characteristics will not be evident on deciduous trees during the dormant season.

Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar. The leader shall be intact to the very top of the tree.

Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of moisture stress as indicated by wilted, shriveled, or dead leaves.

Branches: Shoot growth (length and diameter) throughout the crown shall be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.

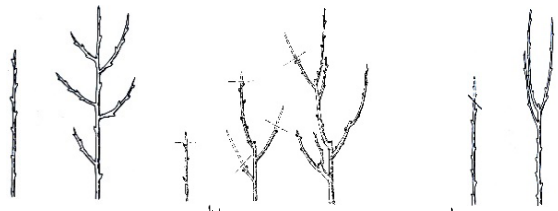
Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds (except properly made pruning cuts), sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, girdling ties, or lesions (mechanical injury). The terminal bud on the leader shall be intact to the very top of the tree, and it shall be the highest point on the tree. A 15-gallon tree has a minimum caliper of 0.75 inches.

Roots: The root system shall be substantially free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Root distribution shall be uniform throughout the container substrate and shall be appropriate for the species or cultivar. At time of inspection and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

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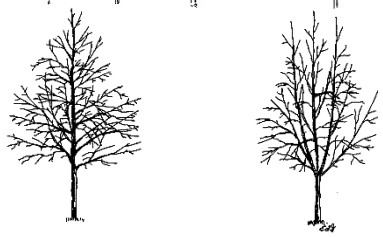
Shade trees that grow to be large shall have one relatively straight central leader (Figure 1). Heading the tree is acceptable provided the central leader is reestablished in the nursery.

Figure 1.



Main branches (Figure 2) shall be well distributed along the central leader, not clustered together. They shall form a balanced crown appropriate for the cultivar or species.

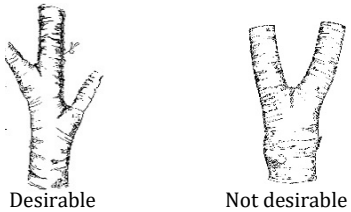
Figure 2.



Desirable Not desirable

The diameter of branches (Figure 3) that grow from the central leader, or trunk, shall be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

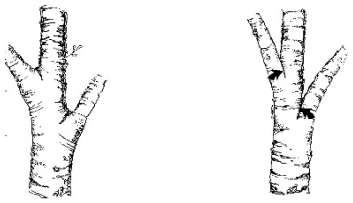
Figure 3.



Desirable Not desirable

The largest branches shall be free of bark inclusions that extend into the branch union (Figure 4).

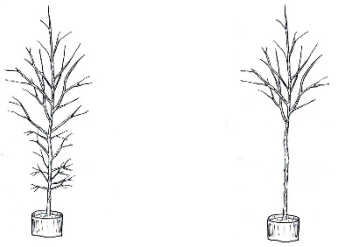
Figure 4.



Desirable Not desirable

Small-diameter branches (Figure 5), particularly on trees less than 1-inch caliper, should be present along the lower trunk below the lowest main branch. These branches shall be no larger than 3/8 inch in diameter.

Figure 5.



Desirable Not desirable

The trunk shall be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent or closed pruning cuts are acceptable.

The trunk caliper (diameter) and taper (Figure 6) shall be sufficient so that the tree remains vertical without a stake.

Figure 6.

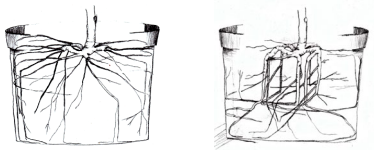


Desirable Not desirable

The root collar (the uppermost roots) (Figure 7) shall be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball shall be free of defects, including circling, kinked, and stem-girdling roots. Roots at the surface should grow mostly straight to the side of the container. You may need to remove soil near the root collar to inspect for root defects.

The tree shall be well rooted in the soil media. Roots shall be uniformly distributed throughout the container, meaning that roots should not be concentrated at the bottom of the root ball. Some roots should contact the container wall in the top half of the root ball (Figure 7). When the container is removed, the root ball shall remain intact. When the trunk is lifted, both the trunk and root system shall move as one. The imprint of the liner or smaller container shall not be visible (Figure 7).

Figure 7.



Desirable Not desirable

The root ball shall be moist throughout at the time of inspection and delivery. The roots shall show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown shall show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

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Tree Planting

Selecting quality trees: Planting quality trees begins by selecting the right tree for the right location and choosing vigorous, structurally sound trees from the nursery.

Digging the hole: A firm, flat-bottomed hole will prevent trees from sinking. Dig the hole only deep enough to position the root collar even with the landscape soil surface (Figure 8). Use a rototiller or shovel to loosen soil in an area three times the size of the root ball. This loose soil promotes rapid root growth and quick establishment.

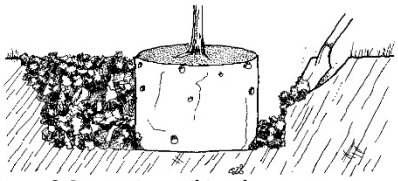


Figure 8. Loosening soil in a large area around the root ball allows for rapid root growth and quick establishment.

Installing the tree: Remove soil and roots from the top of the root ball to expose the root collar; cut away any roots that grow over the collar (Figure 9). Cut any roots that circle or mat along the sides and bottom of the root ball (Figure 10). The root collar shall be even with the landscape soil after planting (see Figure 9). Backfill with soil removed from the hole. Minimize air pockets by packing gently and applying water. Build a berm 4 inches tall around the root ball to help force water through the root ball. Enlarge the berm as the tree establishes.

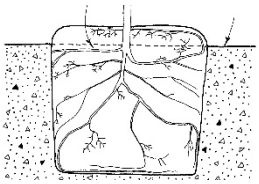


Figure 9. Remove soil and roots growing over the root collar (A) and place collar level with soil surface (B).

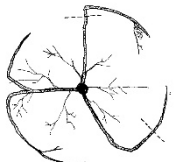


Figure 10. Cut roots at (A) to form new roots that grow away from the trunk. Do not cut roots at (B), since the root defects will regrow.

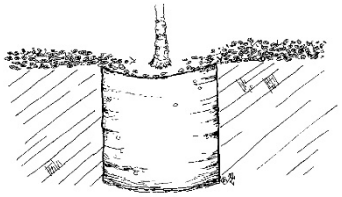


Figure 11. Mulch shall taper to a slightly thinner layer on top of the root-ball.

Mulching: A layer of organic mulch, such as leaf litter, shredded bark, or wood chips, helps protect tree roots from temperature extremes and conserves soil moisture. Mulch also helps prevent grass from competing with the tree for water and nutrients. The mulched area makes it easier to operate mowers and weed eaters without hitting the trunk and compacting soil. Apply mulch to a depth of 3 to 4 inches (slightly thinner on top of the root ball) (Figure 11). Mulch should be kept 4 inches away from the trunk to prevent disease.

Staking: The method of staking is dependent on a tree's ability to stand on its own and the location of the planting site. Staking is used to hold trees erect, allow the root ball to anchor, and protect the trunk from damage by equipment. Stakes should be removed when the tree can stand on its own and the root ball is anchored. Stakes should be positioned away from the tree and secured to the trunk at the point where the tree stands straight. Do not use wire or any strap that will girdle the tree or damage the bark. If a tree cannot stand straight on its own after staking, a splint stake tied directly to the trunk made of bamboo, spring steel, or a fiberglass rod may be used to straighten the upper trunk and/or leader. Avoid using square wood secondary stakes. Acceptable staking examples may be seen below (Figures 12, 13, and 14).

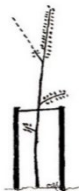


Figure 12. Double

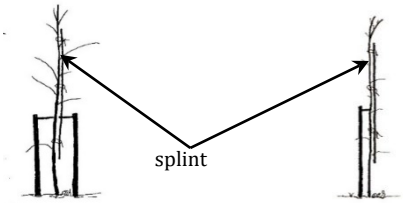


Figure 13. Double staked with splint stake.

Figure 14. Single staked with splint stake.

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Tree Training at Planting and in the Early Years

Trees that grow to be large are more structurally sound and cost-effective to maintain when trained with a central dominant leader that extends 30 feet or more into the crown (Figure 15). Vigorous, upright branches and stems that compete with the central leader can become weakly attached (Figure 15).

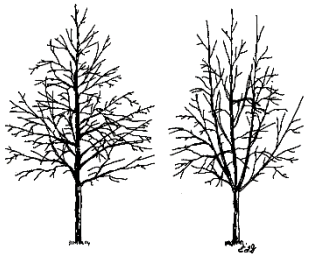


Figure 15. Good tree structure (left); poor structure (right).

Trees with branches spaced along the central leader, or trunk (Figure 15) are stronger than trees with branches clustered together (Figure 15). Prune trees at planting to one central leader by removing or shortening (shown) competing stems (Figure 16). All branches and stems shall be considerably shorter than the central leader after pruning is completed (Figure 16).

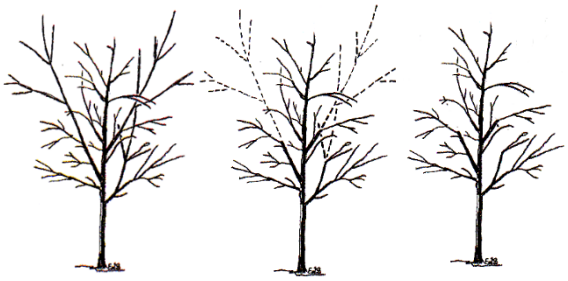


Figure 16. Shorten competing stems to improve structure.

Reduction cuts can be used on trees at planting to subordinate branches that are codominant (Figure 20). Some upright stems and branches can be removed entirely back to the trunk. Heading cuts may have to be used occasionally.

Remove or shorten branches that are larger than half the trunk diameter at planting and every few years thereafter. Shorten them by cutting back to a live lateral branch (Figure 17). This lateral branch shall be pointed away from the trunk and it should not be growing upright. The central leader shall be more visible in the crown center after pruning. Only large-diameter branches need to be pruned because they compete with the leader and could be weakly attached (Figure 17, L). Small branches (Figure 17, S) do not need pruning because they will not compete with the leader.

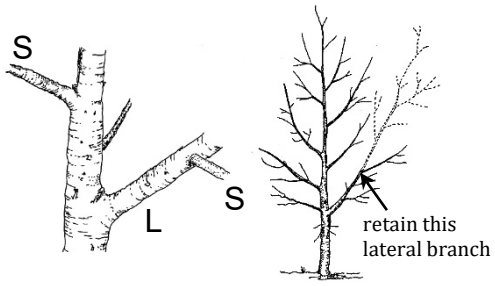


Figure 17. Only large branches need pruning (L). Small branches (S) do not need to be pruned.

The best way to shorten large or long stems and branches is to cut them back to a live lateral branch (Figure 19). This slows growth on the pruned parts and encourages growth in the dominant leader creating sound structure.

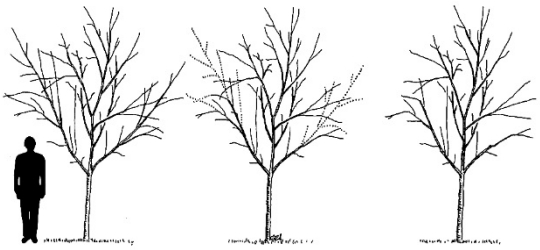


Figure 18. Shortening larger low branches concentrates growth in the leader and improves tree structure.

Remove larger branches by making three cuts. This prevents the bark from peeling or splitting off the trunk below the cut. Make the final cut back to the branch collar (enlarged area around union of branch where it joins the trunk).

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Structural Pruning Checklist

1. Develop and maintain a central leader.
2. Identify the lowest branch in what will become the permanent crown.
3. Prevent branches below the permanent crown from growing larger than half the trunk diameter.
4. Space main branches along the central leader.
5. Reduce vigorous upright stems back to lateral branches or remove entirely (Figure 20, next page).

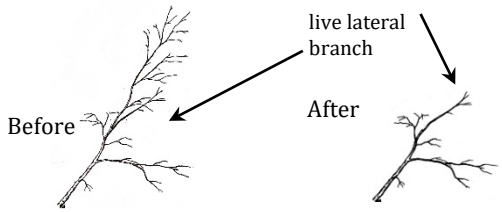


Figure 19. Reduce a stem back to a live lateral branch to slow its growth.

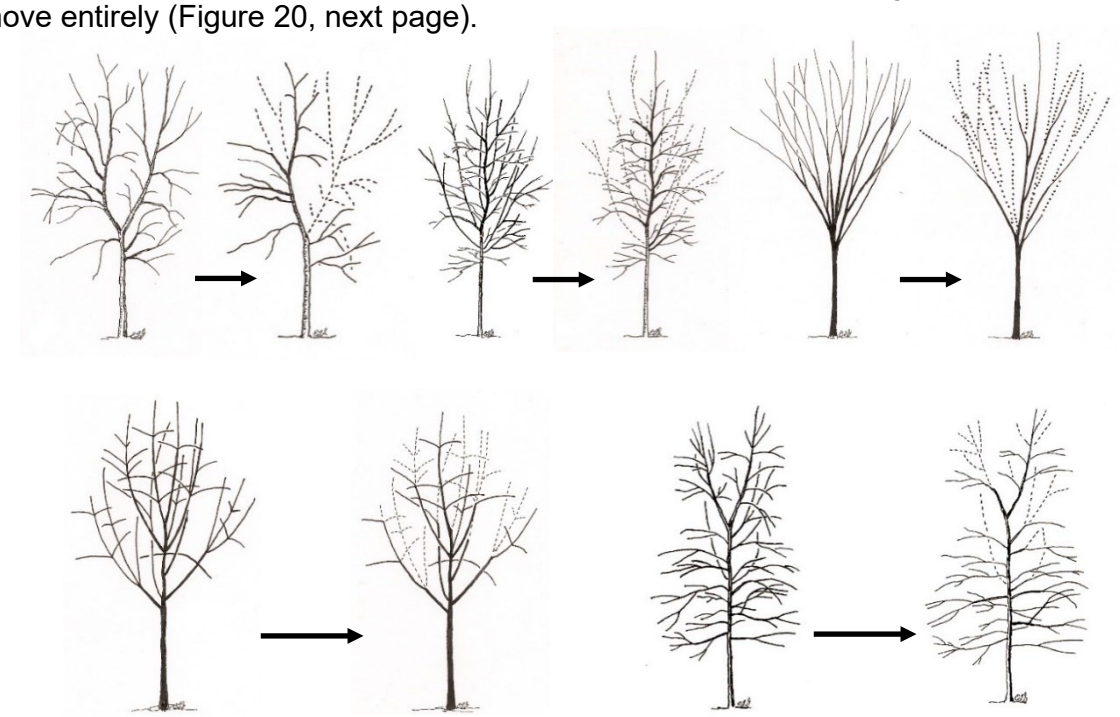


Figure 20. Before and after pruning at planting for

Irrigation

Consistent irrigation is critical for tree establishment.

- Apply about 3 gallons of water per inch of trunk diameter to the root ball 2 or 3 times per week for the first growing season.
- Increase volume and decrease frequency as the tree becomes established. Weekly irrigation during the second year and bimonthly irrigation during the third year should be sufficient for establishment.
- Once established, irrigation requirements depend on species, planting site, climate, and soil conditions.
- Irrigation devices should be regularly checked for breaks and leaks.
- Consider use of recycled water when available and where the species will tolerate it and the recycled water quality is adequate.

IMPORTANT NOTE: Tree species selected must be classified as very low, low, or moderate water use species in the WUCOLS IV or must be justified for the planting site(s) selected.

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MANAGEMENT ACTIVITIES PRACTICES

Minimum Data for Urban Tree Inventories

If a Green Schoolyards grant project conducts campus tree inventories, the below attributes should be included:

- **Mapping coordinate.** X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.
- **Location.** The tree's physical location in relation to public Right of Way and/or public space will be recorded. *(Optional and recommended: consider collecting distance and azimuth from buildings.)*
- **Species.** Trees will be identified by *genus* and *species*.
- **Diameter.** Tree trunk diameter will be recorded. This should be to the nearest 1-inch.
- **Stems.** The number of stems a tree has will be recorded.
- **Condition.** In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

- **Maintenance need.** The following maintenance categories (*or similar approved by CAL FIRE prior to collection*) will be collected:

1. Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. Most of the trees in this category will have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.
2. Priority 2 Removal. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.
3. Priority 3 Removal. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
4. Priority 1 Prune. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have

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broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

5. Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.
6. Large Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
7. Small Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
8. Training Prune. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.
9. Stump Removal. This category indicates a stump that should be removed.
10. Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.

- **Clearance Required.** Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.
- **Hardscape Damage.** Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc.…)
- **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
- **Grow space.** The area within the growing space is categorized as:

  T Tree Lawn

  W Well/Pit

  M Median

  P Raised Planter

  O Open/Unrestricted

  I Island

  U Unmaintained Area

- **Space Size.** The narrowest dimension of the Grow Space, in feet. (I.e., 3’x3’ cut-out, 4’ parkway strip, open parkland, etc.).

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- **Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

Urban Forest Management Plan Best Practices

If a Green Schoolyards grant project includes the development of a management plan, the below should be included:

- Management plans must be informed by the constituents of the school/school district that have been/will be authentically engaged in the plan's creation.
- Management plans must be developed based on reliable, collected data, such as a tree inventory, urban forest mapping and analysis, urban forest economic analysis, etc.
- Management plans must be a long term (40-50 year), comprehensive document, not solely a maintenance plan.
- Management plans must address the entire school/school district in some form (regulations, incentives, best practices, etc.).
- There shall be a provision for periodic review of any urban forest management plan.
- A management plan must be referenced in an ordinance, a general plan element, or be officially adopted by the governing body in another binding, enforceable way as approved by CAL FIRE staff.
- Any management plan must set a tree canopy cover goal for the jurisdiction. The goal must, at minimum, maintain the current tree canopy cover level (No Net Loss policy).
- Management plans must address the following: tree maintenance (including best management practices), wildfire (if applicable), urban wood utilization, and roles of the jurisdiction's agencies. This may be done by referencing other policy documents.

CAL FIRE Recommends: Grantees should strongly consider using the following resources.

- SelecTree: Identify suitable species with desirable attributes.
- Vibrant Cities Lab: "The US Forest Service, American Forests and the National Association of Regional Councils created Vibrant Cities Lab to help city managers, policymakers and advocates build thriving urban forest programs".
- UFMP Toolkit. Provides a "how-to" approach to develop an Urban Forest Management Plan (UFMP). The toolkit will lead you through a planning process and provide helpful references and additional tools.
- The American Public Works Association guide for Urban Forest Management Plans.
- iTree. A series of urban forest analysis tools are available for free on the iTree website.
- Arbor Day Foundation's Tree City USA. All cities engaging in Management Activities Grants should consider applying for Tree City USA status. It is a free municipal recognition program that has been in existence since 1976. A CAL FIRE Regional Urban Forester can assist you with this.

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Attachment D-8: TCC Grantee Publicity Guidelines

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Transformative Climate Communities (TCC) Grantee Publicity Guidelines

California Strategic Growth Council

Welcome to the TCC Grant Program!

Dear Transformative Climate Communities Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your Grant award! All of your hard work has paid off! We look forward to working closely with you to achieve major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, our Communications and External Affairs team has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your Grant Manager and/or email us at TCC@sgc.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help transform communities for generations to come. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and all media-related and public outreach products related to the Grant. Below are templates of boilerplate language used to describe what the programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

> *The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC), administered in partnership with the California Department of Conservation, funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit* https://sgc.ca.gov/grant-programs/tcc/.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories,

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social media posts, short case studies, flyers, etc., use the following language:

> *"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities Program in partnership with the California Department of Conservation."*

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC and DOC logos. You can find the official logos in your Communications Resource Folder on SharePoint.
When using our logos, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that the Strategic Growth Council is providing financing through the Transformative Climate Communities Program in an appropriate location(s), typeface and size (consult your grant manager for best practices). Below is a sample of suggested language:

> *[PROJECT NAME]*
> *"This Project has been made possible by financing from the Transformative Climate Communities Program through the California Strategic Growth Council."*

Please also include our logos. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from leadership for a press release, please submit the press release to your Grant Manager at least two weeks before the release will be published.
Please alert us to any press conferences related to the grant by emailing your Grant Manager ideally as soon as possible, or at least two to four weeks before the press conference. This allows our staff to try and attend, if approved by management.

Photos

We ask that grantees share between 8-12 high-resolution, color photos with their Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community. Please submit photos through your SharePoint submission folder.

Social Media

We encourage grantees to use social media to share the process of creating and developing their proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC and @CalConservation in all Tweets related to the grant; tag @California-Strategic-Growth-Council and California-Department-of-Conservation in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council and California Department of Conservation in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

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Our Digital Platforms

SGC

Twitter: @CalSGC

LinkedIn: California Strategic Growth Council

Website: sgc.ca.gov

DOC

Twitter: @CalConservation

LinkedIn: California Department of Conservation

conservation.ca.gov

Stay in Touch!

Our team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with our team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact your Grant Manager any time you want to collaborate on any type of communication and outreach.

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Grantee Social Media Recommendations

A guide to sharing our partnership in social media posts.

CALIFORNIA STRATEGIC GROWTH COUNCIL

Please include the California Strategic Growth Council (SGC) and any applicable partners in all social media posts.

We understand that each social media platform has different content policies and requirements, so we only request that you do one of the following with your social media posts, but encourage you to do all of them, if you can.

1. Use the recommended short-form boiler plate language whenever posting about your project.
2. When creating graphics and flyers for your post, utilize funding source logos.
3. Tag SGC and applicable partners.

SGC Social Media Handles

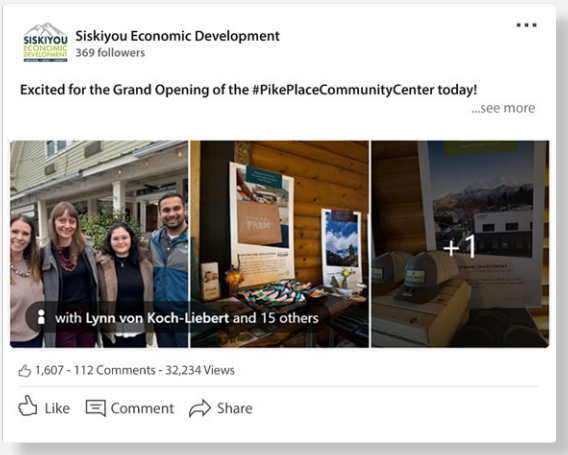
LinkedIn
@CaliforniaStrategicGrowthCouncil

X
@CalSGC

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Sample Posts with SGC Recognition Within the Content

Sample LinkedIn Post



Sample Post Content

Excited for the Grand Opening of the #PikePlaceCommunityCenter today!

The Pike Place Community Center is one of six communities awarded Round #TransformativeClimateCommunities funding to build local #climate #resiliency capacity. This project will create community-driven climate projects that will reduce greenhouse gas emissions significantly over time, leverage additional funding sources, and provide health, environmental and economic benefits to the community.

The Pike Place Community Center is supported by the **@California Strategic Growth Council's** Transformative Climate Communities Program in partnership with the **@California Department of Conservation**.

It was an honor to bring together community, state, and federal partners in this collaborative work!

Boilerplate statement and tagged all partners.

Sample X Post



Sample Post Content

Come learn about the LAFCO Farm Project, supported by **@CalSGC @CalConservation @CountyofSD @CCI**

Join us on Wednesday, July 24th at the Farm Bureau! **@SanDiegoCounty**

Tagged SGC and All Partners

Utilized funding source logos in graphic.

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Sample Post with All Three Recommendations

Sample LinkedIn Post



Sample Post Content

On Wednesday, Related California, Mercy Housing and community leaders celebrated the "topping out" of the two newest affordable communities in the multi-phase Sunnydale HOPE SF revitalization. The Sunnydale HOPE SF revitalization effort is led by Related California and Mercy Housing California, in collaboration with the San Francisco Mayor's Office of Housing and Community Development (MOHCD) and Housing Authority of the City and County of San Francisco (SFHA), to transform the 50-acre Sunnydale-Velasco public housing community into a vibrant mixed-income neighborhood with 1,700 new affordable and market rate homes.

Thank you to our funding partners for helping us reach this milestone: the **California Department of Housing & Community Development (HCD)**, **California Strategic Growth Council**, **California Climate Investments** and **California Tax Credit Allocation Committee (TCAC)**.

Sunnydale HOPE SF is partially funded by the Affordable Housing and Sustainable Communities program (AHSC). AHSC is administered by the Strategic Growth Council and implemented by the California Department of Housing and Community Development. AHSC part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

Short-form boilerplate info

Tagged SGC and All Partners

ilized funding source logos in graphic.

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Attachment D-9: TCC Partnership Agreement

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COLLABORATIVE STAKEHOLDER STRUCTURE

SIGNED PARTNERSHIP AGREEMENT

BY AND AMONG:

1. City of Coachella
2. Chelsea Investment Corporation
3. GRID Alternatives Inland Empire
4. Southern California Mountains Foundation (Urban Youth Conservation Corps)
5. Bound Corporation
6. The LEAP Institute
7. Alianza Coachella Valley
8. Desert Recreation District
9. Regents of the University of California at Berkeley (UC Berkeley Campus)
10. Pacific Southwest Community Development Corporation
11. Kounkuey Design Initiative
12. Center for Employment Training

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

by and among

THE CITY OF COACHELLA

and

CHELSEA INVESTMENT CORPORATION
PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION
GRID ALTERNATIVES INLAND EMPIRE
DESERT RECREATION DISTRICT
KOUNKUEY DESIGN INITIATIVE
CENTER FOR EMPLOYMENT TRAINING
BOUND CORPORATION
THE LEAP INSTITUTE
ALIANZA COACHELLA VALLEY
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (URBAN YOUTH CONSERVATION CORPS)
REGENTS OF THE UNIVERSITY OF CALIFORNIA AT BERKELEY (UC BERKELEY)

Dated December 12, 2024

-

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Exhibit “A” - Project Area
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PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE

This PARTNERSHIP AGREEMENT for the Collaborative Stakeholder Structure for the COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("Partnership Agreement") is made and entered into this 27th day of JULY, 2023, by and between the City of Coachella, a California general law city and municipal corporation ("City"); Chelsea Investment Corporation (“Chelsea”); GRID Alternatives Inland Empire (“GRID”); Bound Corporation (“Bound”); Southern California Mountains Foundation (“Conservation Corps”); The LEAP Institute (“LEAP”); Alianza Coachella Valley (“Alianza” or “Outreach Partner”); Desert Recreation District (“DRD”); Pacific Southwest Community Development Corporation (“Pacific Southwest CDC”); Kounkuey Design Initiative (“KDI” or “Non-Displacement Partner”); Center for Employment Training (“CET”); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by the Regents of the University of California at Berkeley (“UC Berkeley” or “Data Evaluation Partner”); (each a “Project Partner” and collectively the “Project Partners”); Together, the Project Partners, Data Evaluation Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

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

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

1.3 AHSC Guidelines. "AHSC Guidelines" shall mean the 2022/2023 AHSC Final Guidelines.

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

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

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

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

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1.8 Close-out Report. "Close-Out Report" shall mean the report submitted to the SGC at the conclusion of an individual Project.

1.9 Project. "Project" shall mean a project implemented with TCC Grant Funds.

1.10 Community Engagement Plan. "Community Engagement Plan" shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.

1.11 Data Collection Plan. "Data Collection Plan" shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements the TCC Grant Agreement and pursuant to the wishes of the Advisory Council.

1.12 Displacement Avoidance Plan. "Displacement Avoidance Plan" shall mean the plan that addresses the displacement prevention needs of the community.

1.13 Coachella Prospera Plan. "COACHELLA PROSPERA Plan" or "Plan" shall mean all aspects of the project plan required by the City and its Partners in the TCC Grant Agreement.

1.14 GHG. "GHG" shall mean "Green House Gas."

1.15 Grant Term. "Grant Term" shall mean the term of the TCC Grant Agreement.

1.16 Hub. "Hub" shall mean a subcommittee or subset of the Advisory Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Advisory Council with regard to this focus.

1.17 Indicator Report. "Indicator Report" shall mean a report that tracks and reports Indicator Tracking for a Project.

1.18 Indicator Tracking. "Indicator Tracking" shall mean the tracking and assessment of certain elements to measure the overall impact of the Project investments, as outlined in the TCC Guidelines.

1.19 Indicator Tracking Plan. "Indicator Tracking Plan" shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for Projects.

1.20 Lead Applicant. "Lead Applicant" shall mean the City of Coachella.

1.21 Advisory Council. "Advisory Council" shall mean the advisory body to the Lead Applicant.

1.22 Leverage Funding. "Leverage Funding" shall mean the funding, other than TCC Grant funds, used to supplement TCC Grant funds for the completion of all or a portion of a Project.

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

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

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

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

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

1.28 TCC Guidelines. "TCC Guidelines" shall mean the TCC Program Guidelines for 2022/2023 adopted on February 28, 2023.

1.29 Workforce Development Plan. "Workforce Development Plan" shall mean the plan that governs workforce development and training programs that train participants for jobs and skills and recruit and serve Project Area residents.

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

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

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

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

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

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

Section 3. PURPOSE AND GOALS.

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

a. Implementing activities, programs, strategies, and projects as set forth in the TCC Grant Agreement;

b. Promoting the execution of objectives and goals set forth in the TCC Grant Agreement;

c. Providing a platform for community engagement and input into implementation of activities related to the TCC Grant;

d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.

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

Section 4. RESPONSIBILITIES OF ALL PARTIES.

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

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

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available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the COACHELLA PROSPERA project area.

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

Section 5. CITY - ROLE AND RESPONSIBILITIES.

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

a. Has reviewed the FY 2022/2023 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;

b. Has participated in the preparation of the COACHELLA PROSPERA Plan and Application; and

c. Is fully committed to the goals and requirements of the NOFA, the COACHELLA PROSPERA Plan, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Advisory Council.

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

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

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the TCC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the TCC Grant funding to Partners. In the event additional time is needed to allow the SGC to process the requesting

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Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement. The Strategic Growth Council (SGC) is authorized to provide qualifying grantees Advance Payments for the TCC Program through May 1, 2025. Should the City of Coachella qualify to receive advance pay, it will develop and provide a process for its Partners to request and receive pay, and require all Partners to comply with the reporting terms. Advance Payment is for agencies and nongovernmental entities with low cash reserves that serve under resourced communities, to carry out approved program activities. Advance Payments can be up to twenty-five percent (25%) of the total grant award, which can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, the Grantee must do the following:

- Demonstrate good standing with the IRS
- Compile and provide spending plans for each Partner receiving advance payment
- Complete an advance payment request form with supporting documentation
- Sign an agreement that they will:
  - Revert all unused moneys to the state if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
  - Communicate and document changes to spending plans

Upon receipt of appropriate documentation, funds will be paid to the Grantee and the Grantee will be responsible for dispersing payment to Partners, as approved by SGC. Advance payment funds from SGC must be dispersed into a federally insured and interest-bearing Grantee account to track withdrawals and interest earned. Any accumulated interest is considered TCC Program funds. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

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

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

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

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

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

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

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5.12 Reporting. The City and its Partners shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

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

6.2 Community Members. Each Community Member (as defined in Section 10.2 below) will hold one seat on the Advisory Council.

6.3 Representation on Advisory Council. Each Project Partner and Community Member shall hold seats on the Advisory Council as provided in Section 10.2.

6.4 Working Group Participation. Each Project Partner shall participate in one or more Working Group, based on the respective "project type" that it intends to implement, as outlined in Appendix B to the TCC Guidelines and as appropriate with regard to the size of its Project. Participation in a Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Working Group, joint problem-solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Advisory Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Working Group, taking on the relative duties required of that position.

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

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

a. Secure all necessary governmental approvals, reviews, licenses, or permits;

b. Immediately notify the City and the Advisory Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;

c. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline;

d. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its Project does not deviate from its intended purposes and the expectations of the Coachella Prospera initiative;

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e. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete Projects;

f. Refrain from using TCC Grant Funding to supplant Leverage Funding.

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

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

a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.

b. Project Partners shall manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.

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

6.9 Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward Project objectives, shall routinely update the information management platform regarding Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Advisory Council. Any Partner requesting Advance Payment, made available to the City of Coachella, shall adhere to the process in Section 4.2.

6.10 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of four (4) years from the day after the last day of the Performance Period.

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Section 7. DATA PARTNER- ROLES AND RESPONSIBILITIES.

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

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

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

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

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

a. Work closely with the City, the Advisory Council, and community stakeholders to identify specific indicators that will be tracked over time to understand Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a TCC Grant Agreement. The final list of additional indicators will be approved by the Advisory Council.

b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e., a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.

c. Create the Data Collection Plan.

d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Advisory Council defines and that are required by the State in the TCC Grant Agreement.

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

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

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

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

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

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

83 Services and Programs. Non-Displacement Partner shall:

a. Assist with implementation of Inclusionary Housing policies;

b. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and

c. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.

d. Help form a Small Business Alliance and provide grant funding assistance to small businesses who may have code compliance issues.

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

a. General Reporting Requirements.

(1) All reports must be completed using the templates attached to the TCC Grant Agreement or provided by the City.

(2) The first reporting period will begin on the start date of the TCC Grant Agreement by and between the City and SGC.

(3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports

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will be due on the first working day that follows.

(4) All reports must be signed by the signatory to this Partnership Agreement.

(5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

b. Bi-Monthly Progress Reports. Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a TCC Grant Agreement.

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

Section 9. OUTREACH PARTNER - ROLES AND RESPONSIBILITIES.

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

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

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

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

Section 10. COLLABORATIVE STRUCTURE.

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

10.2 Membership. Advisory Council shall consist of seventeen (17) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Advisory Council. Additionally, five (5) seats shall be "Community Member Seats", with four (4) of these seats filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat of these seats shall be a "Youth Seat", filled by an individual or organization from the Project

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Area representative of the youth demographic (collectively, the "Community Members"). As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the Project Area wishing to serve on the Advisory Council must submit a request to the City and for appointment onto the Advisory Council. The City and the Advisory Council shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Advisory Council will hereafter be referred to as "Members."

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

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

a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.

b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment, including Spanish translation. To maximize public participation, the Advisory Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Advisory Council regarding all matters within the Advisory Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Advisory Council's discussion of or decision on that item.

c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Advisory Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to TCC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made

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via email to the Advisory Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Advisory Council meeting.

d. Decision-Making and Dispute Resolution.

(1) Substantive Changes and Material Issues: Any significant changes or material issues arising from the implementation of the Coachella Prospera Plan must be presented to the Advisory Council at a regularly scheduled meeting. The proposal must include a comprehensive outline of the issue, its potential impact on ongoing projects, and any relevant feedback from stakeholders, community members, or working groups. The presentation of these changes ensures transparency, accountability, and collaborative decision-making.

(2) Conflict Resolution: When disputes arise, the Advisory Council will prioritize resolving the division through a structured process before advancing any proposals. This process may involve:

- Further Community Outreach: Engaging with local residents, stakeholders, and experts to gather additional input and perspectives. This ensures that diverse voices are considered, particularly when conflicts stem from concerns about equity, environmental impact, or local interests.
- Modification of the Proposal: Adjustments to the original proposal may be necessary based on feedback. The Advisory Council may mandate changes to better align with the community's priorities, sustainability goals, or the overall objectives of the Coachella Prospera Plan.
- Further Reporting: Revised or contested proposals must be re-submitted to the Advisory Council for additional review. This step ensures that new developments are comprehensively discussed and that any modifications are fully understood by all stakeholders before being put to a vote.

(3) Majority Support and Consensus: It is the goal of the decision-making process that all final recommendations receive the support of a majority of the Advisory Council members. Consensus-building will be encouraged, but when unanimity cannot be reached, majority approval is required to move forward. To foster collaborative decision-making, members are encouraged to deliberate thoroughly, considering all viewpoints to reach decisions that reflect the best interests of the Coachella community. This approach ensures that any decisions made are inclusive, transparent, and aligned with the broader goals of equity and sustainability, while also allowing for community participation and adaptability in the face of unforeseen challenges.

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

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f. Officers. At its first meeting, the Advisory Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Advisory Council. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on annual basis to ensure shared governance.

10.4 Hub Implementation. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Equitable Housing, (2) Urban Greening, (3) Active Transportation, (4) Roof-Top Solar, (5) Health and Well-Being, and (6) Zero-Emission Transportation. Any recommendation to change the number or type of Hubs should be brought before the Advisory Council for discussion. Hubs shall otherwise operate as follows:

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

b. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

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

a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g., Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the COACHELLA PROSPERA Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Advisory Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Departments will convene and lead this working group.

b. Technical & Design Review Working Group. To evaluate potential changes to the

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Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Advisory Council on recommendations for modifications to the COACHELLA PROSPERA Plan. The City will be responsible for convening this working group.

c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the COACHELLA PROSPERA Plan. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community -based data collection, and dissemination of information and notices.

d. Workforce Working Group. Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing, and advising on training modules, and connecting Partners to education and workforce partners.

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

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

a. Working Groups, Hubs, and the Advisory Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.

b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.

c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.

d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

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

a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.

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

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c. All Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.

d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the TCC investments are changing attitudes, behavior, health, and circumstances for the Project Area.

e. Advisory Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.

f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.

g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.

h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.

i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 11. TERM AND TERMINATION.

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

11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days' written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City. This Partnership Agreement shall automatically terminate if the COACHELLA PROSPERA Application does not receive a grant award based on its response to the FY22/23 NOFA.

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11.3 Co-Applicant Substitution. City, as the Lead Applicant, along with its Co-Applicants to this Partnership Agreement, may replace a non-performing Partner after the following steps have been taken:

a. Meet and consult with the under-performing Partner to understand the challenges that are keeping them from meeting targets;
b. Develop a Performance Improvement Plan (PIP) and timeline. In addition to creating a PIP, the Advisory Council will assist in identifying a third-party consultant to provide technical assistance if needed;
c. After all measures have been implemented and a Partner is still under-performing, the City, Co-Applicants, and Advisory Council will vote to remove the existing under-performing Partner and vote to select a suitable replacement plan to keep the project moving forward;
d. The City and its Co-Applicants will identify a replacement Partner.

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

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

Section 12. INDEMNIFICATION.

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

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

Section 13. INSURANCE.

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

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performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City's issuance of the Notice to Proceed.

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

b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

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

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

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

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

a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to,

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premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Co-Applicant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

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

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

d. The insurance policy or policies shall also comply with the following provisions:

(1) If the policy is written on a claims' made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

(2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

Each Party recognizes that another Party may need additional assurances regarding the TCC funding and the scope of work related to a Project before the commencement of construction of any component of a Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further

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understand and agree that the State of California retains the ultimate discretion to approve or deny TCC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon TCC Grant funding and award. Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 15. NON-DISCRIMINATION.

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

Section 16. DISPUTES.

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

Section 17. STATE DISCLAIMER.

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

Section 18. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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[SIGNATURES ON FOLLOWING PAGES.]

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

CITY OF COACHELLA
a California general law city

By: 

Name: Gabriel D. Martin, PhD

Its: City Manager

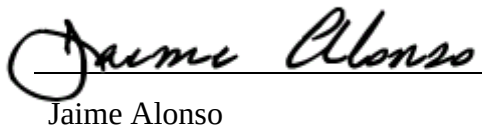
Dated: January 6, 2025

Address: 53990 Enterprise Way

Coachella, CA 92236

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

GRID ALTERNATIVES INLAND EMPIRE, INC.
a Delaware nonprofit corporation

By: 

Name: Jaime Alonso

Its: Executive Director

Dated: January 6, 2025

Address: 2100 Atlanta Avenue

Riverside, CA 92507

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION
a California public benefit nonprofit corporation

By: 

Name: Juan P. Arroyo

Its: Executive Vice President

Dated: January 6, 2025

Address: 16935 W. Bernardo Drive, Suite 238

San Diego, CA 92127

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION
a California public benefit nonprofit corporation

By: 

Name: Stacy Gorin

Its: Executive Officer

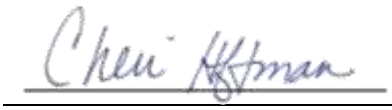
Dated: January 6, 2025

Address: 1355 West 26th Street

San Bernardino, CA 92405

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

CHELSEA INVESTMENT CORPORATION
a California corporation

By: 

Name: Cheri Hoffman

Its: President

Dated: January 6, 2025

Address: 6339 Paseo Del Lago

Carlsbad, CA 92011

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

CENTER FOR EMPLOYMENT TRAINING
a California nonprofit corporation

By: 

Name: Pascal Do

Its: Chief Operations Officer

Dated: January 6, 2025

Address: 701 Vine Street

San Jose, CA 95110

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

THE LATINO EQUITY ADVOCACY AND POLICY INSTITUTE
a California nonprofit corporation

By: 

Name: Reynaldo Leon

Its: Executive Director

Dated: January 6, 2025

Address: PO Box 1497

Huron, CA 93234

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

KOUNKUEY DESIGN INITIATIVE, INC.
a California public benefit nonprofit corporation

By: 

Name: Chelina Odbert

Its: Chief Executive Officer/Founding Principal

Dated: January 6, 2025

Address: 1515 Sixth Street

Coachella, CA 92236

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

ALIANZA COACHELLA VALLEY
a California nonprofit corporation

By: 

Name: Silvia Paz

Its: Executive Director

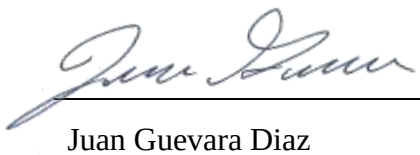
Dated: January 6, 2025

Address: 1515 Sixth Street

Coachella, CA 92236

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

BOUND CORPORATION
a California limited liability company

By: 

Name: Juan Guevara Diaz

Its: CEO

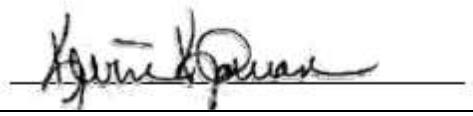
Dated: January 6, 2025

Address: 44907 Golf Center Parkway, Suite 1-2

Indio, CA 92201

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

DESERT RECREATION DISTRICT
a California nonprofit corporation

By: 

Name: Kevin Kalman

Its: General Manager

Dated: January 6, 2025

Address: 45305 Oasis Street

Indio, CA 92201

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
a California nonprofit corporation formed under Article IX of
the California Constitution

By: 

Name: Thomas Azwell

Its: Disaster Lab Director

Dated: January 6, 2025

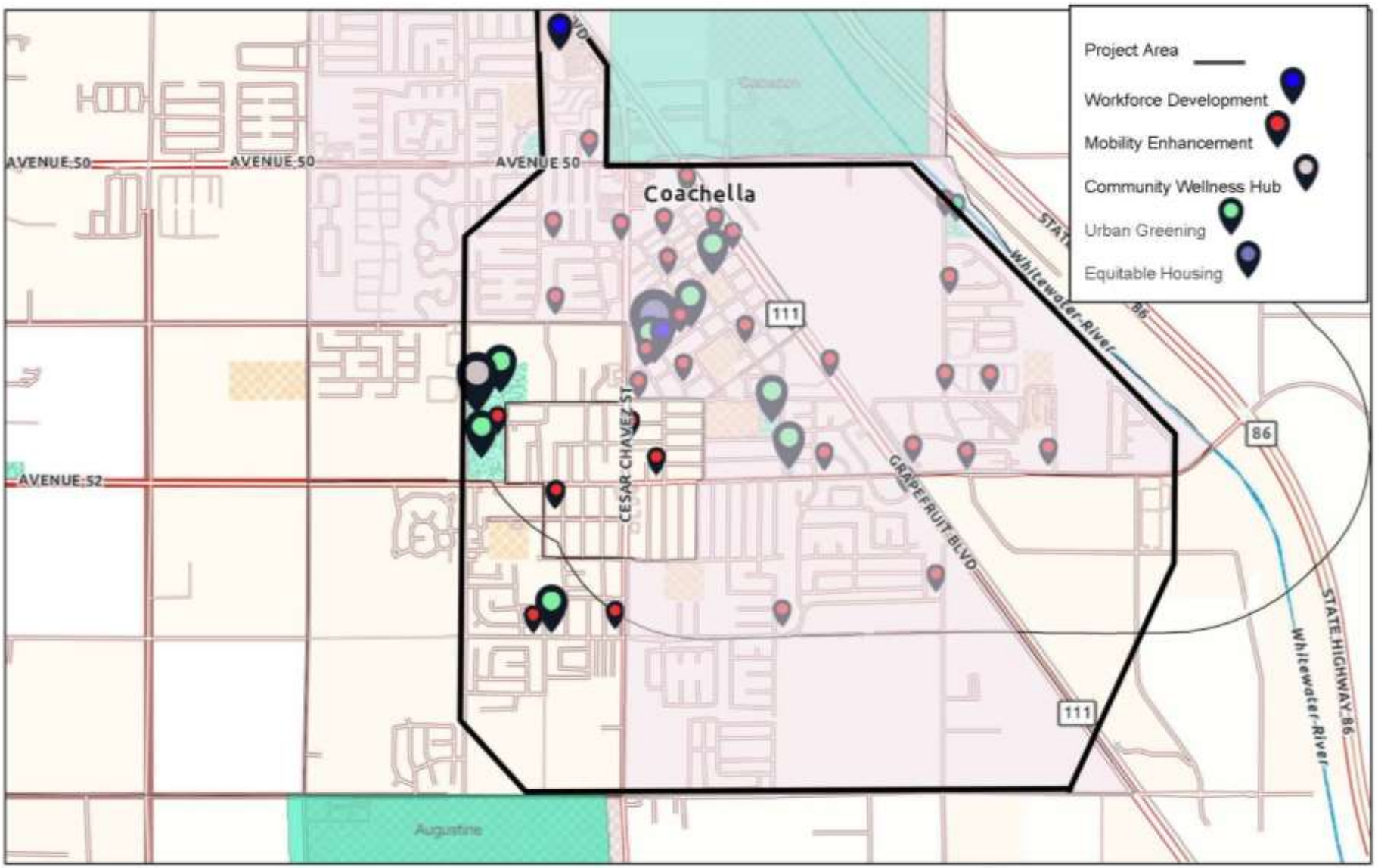
Address: University of California, Berkeley
Sutardja Center for Entrepreneurship & Technology
College of Engineering
1923 Gridiron Way, CMS 122, MC#1768

Berkeley, CA 94720-1768

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

EXHIBIT "A"

Coachella Prospera Project Area Map

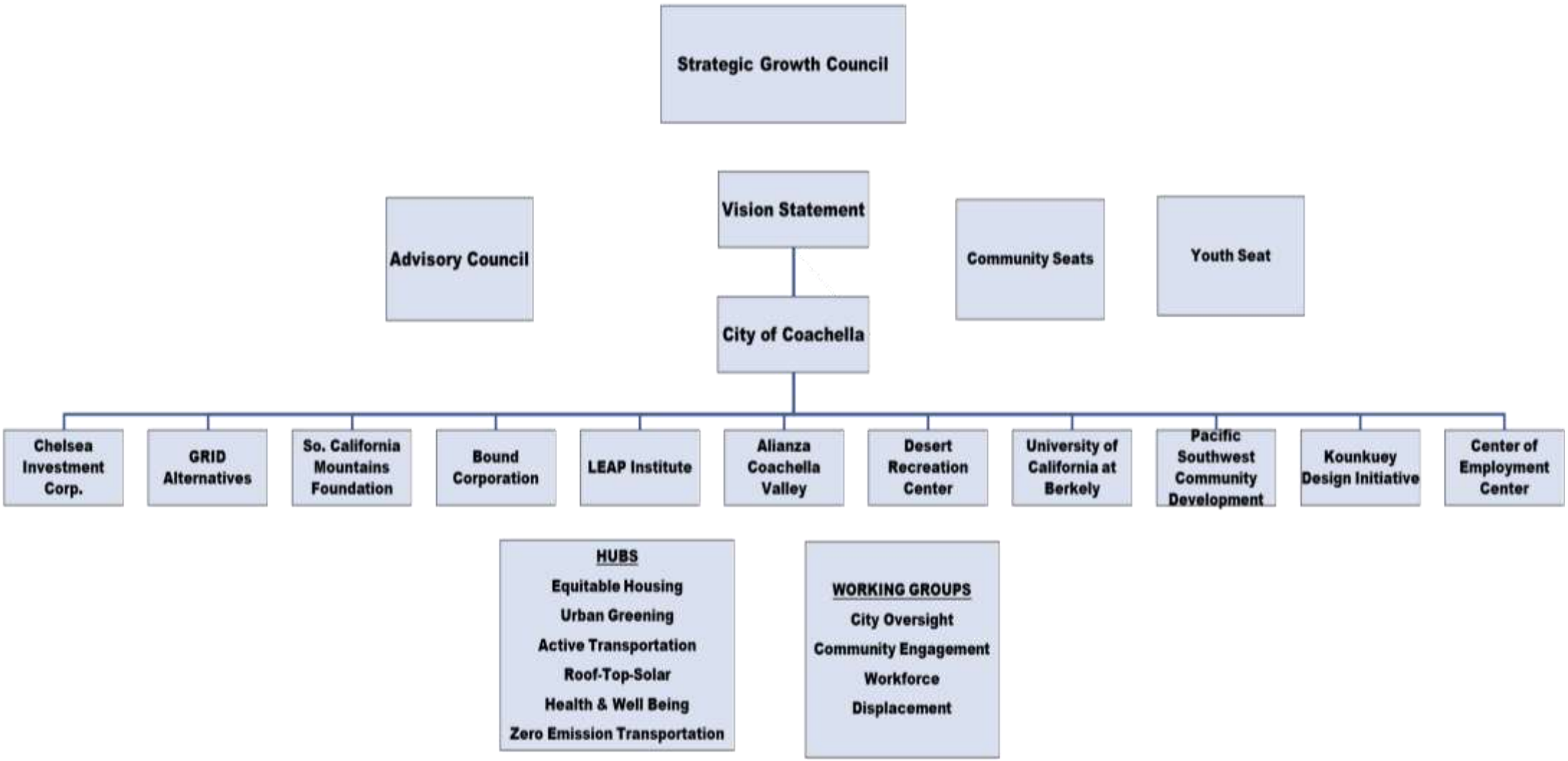


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EXHIBIT "B"

COLLABORATIVE STAKEHOLDER STRUCTURE

Coachella Prospera's TCC Framework



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Attachment D-10: Certificate of Compliance with Russian Sanctions

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DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

California DEPARTMENT OF TECHNOLOGY

2nd JOINT MEMO

April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order N-6-22 regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to *all* types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi$Cal PO, etc.).
- "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

> *All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at $5 million or more, to report to the agency or department regarding their compliance with economic sanctions.*

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Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions;
- https://home.treasury.gov/news/press-releases/jy0608; and
- https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

> *All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at $5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.*

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at $5 million or more.
    - "Valued at $5 million or more" includes contracts and grants with a *value to the contractor or grantee* of $5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than $5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
    - For example, in some recycling contracts, the state does not make any payments to the contractor, but the value of the contract is based on the monetary value to the contractor of the recycled materials they collect from the state. See, e.g., State Contracting Manual volume 1, sections 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

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- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a template notice and contractor/grantee response form that Agencies should use for EO Paragraphs #4 and #5. These notices may be sent and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at $5 million or more with a single contractor/grantee may send and receive one EO Paragraph #4 and #5 notice and report for each such contractor/grantee; however, each applicable contract/grant file should include copies of the response form and report.
- **Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.**
- **For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above $5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above $5 million that are *not* on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.**

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper
Office of Legal Services
lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

Attachment: Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ $5 Million (EO Paragraphs #4 and #5)

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Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ $5 Million (EO Paragraphs #4 and #5)

April XX, 2022

[Name Here]
[Title Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]
[email address]

RE: Contractor and Grantee Report on Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at $5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at $5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it **within 60 calendar days** to the individual listed below.

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Additionally, within 60 calendar days of this letter, please provide a written report describing the steps, if any, you have taken in response to Russia's actions in Ukraine. An example can be found at this link: **https://www.calpers.ca.gov/page/newsroom/for-the-record/2022/calpers-responds-to-governor-gavin-newsom**.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Please attach the report to the notice form below and return it to the individual listed below.

Responsive notices and reports should be sent to:

[Agencies: INSERT CONTACT NAME, AGENCY NAME, AND RETURN EMAIL OR ADDRESS HERE]

Sincerely,

[Name]
[Title]

Docusign Envelope ID: C7D9C98C-FD62-4D6B-9B66-E95AE5FD2EC4

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____(Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Grantee Name (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Ordinance No. 1220 (Second Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses, development standards and development review process in the City. City-Initiated.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1220 to amend Coachella Municipal Code (C.M.C.) chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, and 17.77 to modify zoning district permitted uses, development standards and development review process.

BACKGROUND:

On December 14, 2022 Planning Division staff identified to the Coachella City Council a work program to update the Coachella Municipal Code Title 17, Zoning, to streamline the development review process, create more flexibility in development standards, and modify Zoning Ordinance to address new changes required by State Law. Staff has identified Code Amendments as follows:

- Sidewalk Vending: Adopt amendments to address SB 946 allowing cities, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street if requirements are directly related to objective health, safety, or welfare concern.
- Housing Law Updates: Revise residential zoning standards to address new State housing law related to flexibility for construction of accessory dwelling units (ADUs) and SB 9 (Atkins) that requires cities to apply a ministerial review process for eligible development of up to two principal dwelling units on a parcel in a single-family residential zone.
- Residential Front Yard Structures: Revise requirements for residential front yards that would permit certain structures to encroach into the front yard setback such as covered vehicle canopies over residential driveways.
- Parking Standards: Revise commercial parking requirement to be commensurate with parking standards in surrounding Coachella Valley cities and allow for applicant initiated parking studies as a method to identify projected parking demand for proposed uses and reduce parking below minimum parking requirements if warranted. Staff will further

evaluate the merits of eliminating minimum parking requirements.

- Sign Ordinance: Revise sign ordinance to only permit freestanding signs in association with multi-tenant commercial centers. The existing sign ordinance permits a 25-foot high freestanding sign for any business.
- Special Events: Establish a new permitting mechanism for a range of allowable special events in the Zoning Ordinance.
- Residential Block Walls: Revise residential development standards to allow for front yard obscuring block walls in the front yard that would accommodate courtyards and front yard pools subject to aesthetic performance standards.
- Commercial Landscape Maintenance: Revise requirements for commercial landscape maintenance responsibilities to ensure landscape areas subject to approved landscape plans are maintained in a first class condition.
- Architectural Review Permit Findings: Currently no findings are identified in the Zoning Ordinance for the approval of Architectural Review permits.
- Minor Variances: Modify minor variance provisions that allow for administrative variances to allow for more flexibility from a numeric development standard by as much as 20% without strict variance findings.
- ADU Ordinance: Relocate ADU regulations as its own separate chapter in the municipal code and update the ordinance to comply with State ADU requirements. Revise ADU regulations to clarify approval, parking, and architectural requirements.

The proposed amendments would modernize the Coachella Municipal Code, allow greater flexibility in development standards, improve aesthetics of residential neighborhoods and commercial centers, streamline the development review process, and establish performance standards for energy efficiency and heat island reduction.

The Planning Commission at the regular meeting of September 4, 2024 requested the amendments be reviewed at a study session on September 19, 2024 and October 16, 2024. The Planning Commission on November 20, 2024 recommended that the City Council approve the proposed code amendments with modifications that include:

- Reducing the minimum setback of an accessory structure from 10 to 5 feet from the sides or wall planes of any other structure. (Chapter 17.60 Development Standards)
- Allowance of canopies intended to provide cover for Recreational Vehicles within residential side yard setbacks. (Chapter 17.60 Development Standards)
- Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections. (The December 2022 was selected as a threshold due to the availability to check condition of residential front yards on online street view platforms).

DISCUSSION/ANALYSIS:

Planning staff prepared code amendments to the Coachella Municipal Code and proposes several Municipal Code Amendments to Title 17, Zoning to streamline the Zoning Ordinance as follows:

Planned Unit Developments (Chapter 17.38)

- All Zoning Districts. Extends ability for a planned unit development (PUD) application across all zoning districts. The current ordinance limits planned unit developments to residential districts. Staff believes this change would promote flexibility and creativity for new development projects across all zoning districts. The City of Palm Springs allows for a planned unit development across all zoning districts.

- Procedure. The procedures for a planned unit development would be amended by removing the need for a PUD overlay zone and would only require approval of a conditions use permit (CUP). The City of La Quinta currently allows PUDs with approval of a CUP. City Council at the December 11, 2024 meeting requested that a PUD still require City Council approval.

- Public Benefit. The new PUD standards would require a public benefit to offset impact of the exception from development standards which may include affordable housing, on-site public amenities, or off-site improvements. The current PUD standards allow for flexibility in development standards without any consideration of a public benefit.

Development Standards (Chapter 17.60)

- Front Yard Wall: This would allow front yard courtyards in single-family zones by allowing a 6-foot-high wall built to front property line subject to findings related to design, materials, and health/safety considerations. The current wall standard requires that wall may not obscure view to the front yard.

  The Planning Commission discussed at the October 16, 2024 study session the following:
  - Consider requiring a landscape maintenance agreement with residents that propose a courtyard.
  - Courtyard door width at a size that does not facilitate passage of vehicles for storage in a courtyard.
  - Use code language of front yard wall heights up to 6 feet.
  - Provide conceptual courtyard styles.
  - Consideration of courtyard allowances extended only for pre-2000 homes. This was not included the final amendments.

- Front Yard Pool and Spa: Allows a front yard pool and spa with construction of a courtyard. The current standards prohibit front yard pools and spas.

- Driveway Trellis: Established development standards for a single-family driveway canopy as follows:

  - Height. Maximum height of 12 feet
  - Coverage: 60% total driveway coverage or 400 square feet in area, whichever is less.
  - Setbacks: 5 feet from side property lines and no encroachment into public right of way.

  Driveway canopies are not permitted in the C.M.C. but have proliferated as unpermitted structures throughout the city.

The Commission discussed at the October 16, 2024 study session the following, which are incorporated into the code amendments:

- Offer three different architectural styles for single family residential driveway canopies or conceptual drawings for canopies to ensure they are compatible with the community.
- Consider criteria for neighborhoods where a driveway canopy would be permitted with criteria such as neighborhood age and limitations on homes with garage converted into accessory dwelling units (ADUs). The code amendment revisions would allow a driveway canopy for homes built prior to the year 2000 and would not allow canopies for garages at dwelling that have been converted into an ADU or living space.
- Educate residents on ordinance amendments.
- Pre-fab structures not preferred. Code amendments have been revised to require custom built structures.
- Safety consideration of the structure.
- Consider an amnesty program for existing canopies.

Administration Generally (Chapter 17.70)

- Appeals. Modify requirement of the application decision appeal date from 15 days on which the decision was made, rather than current standards that identifies the appeal date from when the notice of determination was mailed.

- Minor Modification Permit. Allow for minor modifications by 10% of any numerical development standard with approval of a minor modification permit with a limit of 4 modifications per land parcel without the requirement of variance hardship findings. The existing minor modification regulations of Section 17.70.120 is classified as a minor variance requiring variance hardship findings.

  The Commission discussed at the October 16, 2024 study session the following, which are incorporated into the code amendments:

  - Administrative level decisions on minor modifications shall be reported to the Planning Commission to allow the opportunity to call-up the item. This was included in revised code amendments.

  - Not apply to front yard hardscape requirements. This was included in revised code amendments.

- Applicant Requests to Change Approved Applications. Establishes a process for project modifications by an applicant where the Planning Director may approve minor modifications if deemed minor by the Director. Any modification not considered minor shall require approval by the final decision-making authority that considered the project.

Architectural Review (Chapter 17.72)

- Architectural Review Findings. Establishes findings for granting architectural review approval.

Residential Districts (R-R Rural Rancho Chapter 17.11, S-N Suburban Neighborhood Chapter 17.13, G-N General Neighborhood Chapter 17.14, U-N Urban Neighborhood 17.15)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Energy Efficient Design and Heat Island Reduction Strategies. Requires energy efficient design and heat island reduction strategies for residential development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies). (S-N and G-N zones only)

- Perimeter Landscape Setback. Established a 10-foot minimum perimeter landscape setback for residential developments and an average 20-foot perimeter landscape setback. This is a common setback for Coachella Valley cities. A shade standard of 30 percent of landscape area is required. (R-R Chapter 17.11, R-E Chapter 17.12, S-N, G-N zones only)

- California Native Species. Requires California native plant and tree species in at least 40 percent of required landscape areas. (S-N and G-N zones only)

- Perimeter Rear-facing Building Variation. Require single-family dwellings greater than 1 story with rear elevations with frontage along perimeter streets to include structural variation. (S-N and G-N zones only)

- Vista Santa Rosa equestrian and agricultural themed improvements. Requires equestrian themed improvements modeled after the Vista Santa Rosa design guidelines at project perimeters along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, Avenue 54 South of Avenue 50 to include equestrian rail fencing, agrarian lighting, signage, 10-foot-wide decomposed grant trail and date palms planted 20 feet on center. (S-N, G-N, and R-C zones only)

- Proactive Circulation Design. Residential projects with new proposed streets shall incorporate circulation design to minimize traffic speeds and reduce the need for speed bumps. (S-N and G-N zones only)

C-N Neighborhood Commercial Zone (Chapter 17.24)

- Remove building size limits. Remove the limit of 10,000 square feet for single commercial building floor area and 35,000 square feet for multi-tenant retail building floor area. The current building limits make many existing commercial buildings nonconforming structures.

- Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects.

- New Cesar Chavez Street Development. New development on the Cesar Chavez Street Corridor shall demonstrate compliance with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

C-N Neighborhood Commercial, C-G General Commercial and R-C Regional Commercial Zones (Chapters 17.24, 17.26, and 17.28)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Landscape Maintenance. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

- Rooftop Screening. Requires mechanical equipment to be screened.

- Energy Efficient Design and Heat Island Reduction Strategies Require Energy Efficient Design and Heat Island Reduction Strategies for Commercial and Residential Development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies).

The Commission discussed at the October 16, 2024 study session the following:

- Requirement of pressure washing along commercial building frontages, which was added to the code amendments.

M-S Manufacturing Zone (Chapter 17.30)

- Permitted Uses. Adds existing commercial agricultural activity and nurseries as permitted uses.
- Conditional Uses. Adds hotels as a conditional use on building sites along frontage of Major or Primary Arterials.

The proposed amendments would provide much needed updates to the Coachella Municipal Code. Staff requests that the City Council review and consider the alternatives listed below.

ALTERNATIVES:

1) Adopt Ordinance No. 1220 (ZOA No. 24-02), second reading, to amend Coachella Municipal Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.7 to amend zoning district permitted uses, development standards and development review procedures.

3) Deny the ordinance.

4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1220 (ZOA No. 24-02) second reading
   Exhibit A - Redlines of Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.77

ORDINANCE NO. 1220

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, AMENDING CHAPTERS 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, AND 17.77 TO AMEND ZONING DISTRICT PERMITTED USES, DEVELOPMENT STANDARDS AND DEVELOPMENT REVIEW PROCESS. CITY-INITIATED.

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

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

WHEREAS, on November 20, 2024 the Planning Commission held a duly noticed public hearing to review the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

WHEREAS, on December 11, 2024 the City Council held a duly noticed public hearing to review the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

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

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

- Amnesty Program: Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections. **Canopies cannot exceed 20 feet in width under the amnesty program.**

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

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

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

PASSED, APPROVED, AND ADOPTED this 26th of February, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

Chapter 17.11 R-R (RURAL RANCHO) ZONE

17.11.010 Intent and purpose.

This zone accommodates low intensity residential development within a preserved rural landscape which is intended to serve as a buffer between Agriculture and any of the urban uses or as the edge of the urbanized City. It is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities. This zone implements the Rural Rancho land use designation in the General Plan.

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

17.11.020 Permitted uses.

The following uses are permitted in the R-R (Rural Rancho) zone subject to all provisions of this chapter: A.

Primary Uses.

1. Dwellings, single-family detached. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
2. The growing of field crops, trees, vegetables, fruits, berries, flowers, and nursery stock, including wholesaling of crops produced upon the premises.
3. Animal raising, noncommercial, small animals, such as, poultry, birds, fish, fowl, rabbits, chinchillas, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.
4. Public and private parks.
5. Public Utility Facilities (City-initiated).

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

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages or carports, garden greenhouses, recreation rooms, pool bathhouses, or private stables and swimming pools.
3. Storage of tools, supplies, equipment, and petroleum products intended for use on the premises, but not for resale.
4. Housing and storage (including corrals, coops, pens, etc.) for animals and for crop products produced on the premises.
5. Keeping of horses with the following specifications:
   a. Minimum Lot Area. Twenty thousand (20,000) square feet.
   b. Minimum Lot Area Per Horse. Five thousand (5,000) square feet.

c. No stable, shelter or corral shall be located within thirty-five (35) feet of any dwelling or other building used for human habitation.

d. Horses are kept or maintained for the private use of the family residing on the premises, except that a maximum of two horses owned by residents in the neighborhood may be boarded.

7. Pens and other shelter for domestic, noncommercial animals and pets. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.

8. Parking facilities, including cars, trucks, and vehicles owned by persons residing on the premises.

9. Permitted Signs. Only the following signs shall be permitted:

a. One unlighted identification sign not to exceed twelve (12) square feet in area.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twelve (12) square feet in area. Such signs shall be located at least ten (10) feet from any property line.

10. Home occupations, subject to the provisions of Section 17.58.010.

11. Public Utility Facilities (City-Initiated)

C. Conditional Uses. The following may be permitted in the R-R (Rural Rancho) zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.

2. Borrow pits, gravel pits, and other recovery of natural mineral resources.

3. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks.

4. Cemeteries, crematories, columbariums, and mausoleums.

5. Clubs and lodges, private, nonprofit when site fronting on an arterial street.

6. Dairy farms.

7. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred (300) feet of the boundary of any residential zone except for A-R (Agricultural Reserve) zone.

8. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle.

9. Farm labor camps.

10. Fruit and vegetable packing houses.

11. Golf courses (public and private).

12. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.

13. Kennels.

14. Mobilehomes.

15. One temporary stand of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the Planning Commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the Planning Commission.

16. Swimming, polo, and country clubs.

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

17. **11.030 Property development standards.**

The following standards of development shall apply in the R-R (Rural Rancho) Zone: A.

Residential Density.

1. Minimum Density. 0.4 dwelling units/acre.
2. Maximum Density. One dwelling unit/acre. B. Lot Requirements.
    1. Minimum Lot Size. One acre.
    2. Minimum Lot Width. One hundred twenty (120) feet. 3. Minimum Lot

Depth. One hundred twenty (120) feet. C. Yard Requirements.

1. Building Setback. A building setback of not less than sixty (60) feet from the center line of any street, public or private, or not less than twenty (20) feet from the established street line of any street shall be maintained.
2. Side Yard. Each lot shall have side yards of at least twenty (20) feet in width.
3. Rear Yard. Each lot shall have a rear yard of at least twenty-five (25) feet.
4. Animals. Housing for animals (including corrals, coops, pens, stables, etc.) as permitted in this zone shall not be located within thirty-five (35) feet of any building or structure which is used for human habitation or assembly of persons.
5. Feed and Crop Storage. Feed and crop products shall not be stored within:
    a. Fifty (50) feet of any front lot line.
    b. Twenty (20) feet of any residential lot line. D. Height

Limits.

1. The maximum height of the primary structure shall be two-and-one-half stories or thirty-five (35) feet, whichever is less.
2. The maximum height of accessory buildings or structures shall be seventeen (17) feet except that the maximum height of accessory buildings or structures incidental to agricultural pursuits as permitted in Section 17.10.020 shall be equal to one-half the distance of such building or structure from any property line.
3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

F. Off-Street Parking. Off-street parking shall be provided for, subject to the requirements of Section 17.54.010 of this chapter.

G. The minimum perimeter landscape setback shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.

GF. Architectural Review. All development in the R-R, (Rural Rancho) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

1. Single-family dwellings (one only per parcel) in the R-R (Rural Rancho) zone are subject to the architectural review process as set forth in Section 17.72.010 of this chapter. Approval of such applications shall be made only after review by the planning division and concurrence by the director therefor.

2. All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the Building Official; and roof material, roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.

3. All mobilehomes shall be compatible with surrounding development.

4. All mobilehomes subject to the same development standards that apply to a conventional singlefamily dwelling.

5. All mobilehomes shall be allowed to be placed upon any lot of record.

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

Chapter 17.13 S-N SUBURBAN NEIGHBORHOOD ZONE

17.13.010 Intent and purpose.

This zone is intended to provide areas within the city where development is limited to low-density concentrations of single-family dwellings, and to stabilize and protect the residential character of such areas. It has the further purpose of the provision of community facilities needed to complement urban residential areas and for institutions which require a residential environment and to minimize traffic congestion and to avoid an overload of utilities designed to service only low-density residential uses. The provisions of this zone are intended to encourage a suitable environment for family life through the regulation of densities of development, yards, fencing, heights, and similar aspects of development. This zone implements the Suburban Neighborhood land use designation in the General Plan. (Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.13.020 Permitted uses.

The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family detached dwelling. No more than one principal dwelling unit shall be located on each lot.
2. Family daycare homes.
3. Public parks and playgrounds.
4. Temporary subdivision sales offices.
5. The keeping of household pets so long as the number thereof does not exceed four dogs or cats, or a combination thereof, over four months of age, and other household pets that shall not be a public nuisance due to odors, noise, or public health considerations.
7. Such other similar uses as are approved by the Planning Commission.
8. Public Utility Facilities (City-initiated).
9. Community gardens (subject to site plan review).
10. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The uses listed below are allowed as incidental uses to an existing permitted or conditional use on the site.

1. Utility and recreational uses including garages, carports, pool cabana, storage shed, laundry room, electrical equipment room, shade structure, and similar uses subject to the provisions of Chapter 17.60.
2. Swimming pools and related equipment, outdoor kitchen countertops and gas-fired pits/barbeque grills, subject to the provisions of Chapter 17.60.

3. Court games and outdoor play courts with lighting up to ten (10) feet in height.

4. Greenhouses, date orchards, and other fruit and vegetable gardens for private use.

5. Home occupations, and cottage food operations, subject to the provisions of Section 17.58.010.

6. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

C. Conditional Uses. The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to the acquisition of a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Apiaries (bee farming).

2. Commercial radio and television towers.

3. Fire stations, police stations.

4. Libraries, museums.

5. Community centers.

6. Parking lots.

7. Private lighted or unlighted tennis courts and other similar uses, except for not to include swimming pools and spas.

8. Public and quasi-public uses of an educational or religious type, including public and parochial elementary schools, junior high schools, high schools and colleges, commercial child daycare and pre-school facilities, churches, parsonages, and other religious institutions.

9. Public and private golf courses.

10. Public utility distribution substations and public service facilities.

11. Single-family detached residential subdivisions using flexible standards of the planned development overlay zone in Chapter 17.38.

12. Special Event Establishments on a parcel two acres or greater.

D. Prohibited Uses. The following uses are expressly prohibited in the S-N (Suburban Neighborhood) district:

1. Outdoor advertising displays and billboards.

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

17.13.030 Property development standards.

The following standards of development shall apply in the S-N (Suburban Neighborhood) zone: A.

Residential Density.

1. Minimum Density. Two dwelling units/acre.

2. Maximum Density. Eight dwelling units/acre.

B. Lot Area Requirements. The minimum lot area for any new lot created in the S-N (Suburban Neighborhood) zone shall be as follows:

1. Interior Lots. Five thousand four hundred (5,400) square feet; however, the average lot size for any subdivision shall be a minimum of five thousand (5,000) square feet.
2. Corner Lots. Six thousand (6,000) square feet.
3. Minimum lot width shall be fifty (50) feet; corner lots shall be sixty (60) feet minimum. Knuckle or cul-de-sac lots shall be forty (40) feet, provided the average width is fifty (50) feet.
4. Minimum lot depth shall be eighty (80) feet. C. Yard Requirements.

1. Minimum side yards shall be five feet and maintained free and clear of obstructions from ground or wall-mounted equipment.
2. Minimum street side yard shall be ten (10) feet.
3. Minimum front yard shall be fifteen (15) feet for the habitable portion of the residence, and twenty (20) feet for front-loading garages. Side-loaded garages shall be a minimum of twelve (12) feet from the front property line. The percentage of side-loaded garages shall not exceed fifty (50) percent within any block face.
4. Minimum rear yard shall be twenty (20) feet for the main residence. Accessory structures shall comply with the rear yard regulations of Section 17.60.010(F).
5. Front yard setbacks in subdivision developments may be reduced by twenty-five (25) percent provided the average of all such setbacks is not less than the minimum for the district. D. Maximum Lot Coverage.

1. The maximum lot coverage by all buildings, main and accessory structures, shall be fifty (50) percent, except as allowed per Section 17.60.010.H. (Accessory Dwelling Units). E. Height Limits.

1. Building height for the primary structure shall not exceed thirty-five (35) feet; not to exceed three stories.
2. Building height for accessory structures shall not exceed seventeen (17) feet; not to exceed one story.
3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units). F. Off-Street Parking.

1. Off-street parking spaces shall be provided and continuously maintained (free of storage or other obstructions) in accordance with the requirements set forth in Section 17.56.010.
2. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping. G. Additional Regulations and Standards.

1. Architectural review by the Planning Commission is required for development projects involving the construction of more than three dwelling units. The Planning Commission shall make a decision pursuant to Chapter 17.72 after conducting a public hearing. An administrative architectural review is required by the planning director for up to ~~two~~ three units concurrent with building plan check.
2. Covered Parking. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear

yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping.

3. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

4. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

5. Perimeter Rear-facing Building Variation. Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), built-in patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

6. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, and Avenue 54 South of Avenue 50.

7. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

8~~3~~. Landscaping in the front yard and within the public right-of-way abutting a site shall include the following.

a. A minimum of one twenty-four-inch box shade tree and one fifteen-gallon shade tree.

b. A minimum of twenty (20) shrubs, espaliers, and succulent plants. Landscaping shall include vertical shrubs to adequately screen the sides of utility boxes or cables boxes without obstructing access to the utility boxes.

c. Ground cover in the form of decomposed granite for yard or planter areas less than ten (10) feet in width, and three-fourths-inch pea gravel or larger gravel for planter or yard areas larger than ten (10) feet in width.

d. The use of sod shall be limited to no more than twenty (20) percent of the total front yard area. The remainder of the yard shall be landscaped utilizing a variety of drought tolerant plant materials including shrubs, espaliers, and succulents.

e. The front yard area between the front building line of the home and the street line shall not be paved more than sixty (60) percent of the total front yard area. Those areas that are not paved shall be landscaped in accordance with this section.

f. A minimum thirty-inch landscaped planter is required along the interior property line abutting a residential driveway serving an attached garage, unless the side yard serves as an approved driveway, pursuant to Section 17.54.010(H).

g. A permanent underground irrigation system shall be installed for the front yard and public right-of-way areas of the site.

h. All trees, plants and groundcovers located in the front yard and in the adjacent public rightof-way shall be maintained by the land owner/occupier as needed to avoid overgrowth and shall be adequately irrigated to avoid loss of plants. Dead plants shall be re-planted as needed with new plantings to provide a well-maintained front yard appearance.

94. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

H. Fencing. All developments in the S-N (Suburban Neighborhood) zone shall have fencing as follows:

1. A six-foot high fence on all rear property lines and interior side lot lines. Fences shall be solid and substantially built. Openings in such fences shall be protected by doors which are normally kept closed.

a. All wood fences shall be provided with a two-inch by four-inch plate, top and bottom, and shall be well braced.

b. The fence material shall be a minimum of three-fourths inch boards and shall be vertical in alignment and without interruption.

2. In subdivisions of five or more units, fencing on all rear property lines and those side yard lot lines of those units denoting the boundaries of the subdivisions shall be of solid masonry construction. Such walls shall be finished with caps of appropriate size. Opening for pedestrian and bicycle connections shall be provided at no less than 250-foot intervals to improve connectivity with the surrounding neighborhood.

3. Front and street side yard fencing shall conform to Section 17.60.010(D)(3) of this code.

4. If a fence exists at the required location, the requirement may be waived. Waiver may be granted if the chief building official, with the concurrence of the director of community development, finds that the existing fence is of sound construction with an expected life of at least ten (10) years.

I. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

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

Chapter 17.14 G-N GENERAL NEIGHBORHOOD ZONE

17.14.010 Intent and purpose.

This zone is intended to provide for the establishment and expansion of detached and attached single-family and multiple-family residential development areas at various medium and high population densities and related open space and community services, all located in conformance with the general plan. This zone implements the General Neighborhood land use designation in the General Plan.

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

17.14.020 Permitted uses.

The following uses are permitted in the G-N (General Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family and duplex dwellings:

   a. Detached single-family dwellings shall conform to the standards as set forth in the S-N (Suburban Neighborhood) zone (Chapter 17.16) and Chapter 17.19 (Supplemental Standards for Single-Family Residential).

   b. Duplex dwellings, attached or detached.

   c. Attached single-family such as rowhouses.

   d. Small lot single-family subdivisions.

2. Triplex or Fourplex.

3. Multi-family dwellings (five plus units).

4. Existing single-family residential uses built before the date of this adoption.

5. Public Utility Facilities (City-initiated).

6. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

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

1. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.

2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

3. Permitted Signs. Only the following signs shall be permitted:

   a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the G-N (General Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.16.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hospitals, convalescent homes, rest homes, and sanitaria, excepting animal hospitals; subject to the following:
   a. Minimum lot size shall be five acres.
   b. All buildings shall be at least fifty (50) feet removed from any lot lines.
5. Professional offices and uses accessory thereto, including medical and dental laboratories; subject to the following:
   a. Minimum lot size shall be twenty thousand (20,000) square feet.
   b. Access on arterial or collector.

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

17.14.030 Property development standards.

The following standards of development shall apply in the G-N (General Neighborhood) zone: A.

Residential Density.

1. Minimum Density. Seven dwelling units/acre.
2. Maximum Density. 25 dwelling units/acre. B. Lot Area

Requirements.

1. Single-family detached residential subdivisions shall have a minimum lot size of four thousand (4,000) square feet. The minimum lot width and depth for an interior lot shall be forty (40) feet and seventy-five (75) feet respectively. The minimum lot width for a corner lot shall be forty-five (45) feet.
2. Single-family attached residential subdivisions shall have a minimum lot size of two thousand five hundred (2,500) square feet. The minimum lot width and depth for an interior lot shall be thirty (30) feet and fifty (50) feet respectively. The minimum lot width for a corner lot shall be thirtyfive (35) feet.
3. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet. The minimum lot width and depth for an interior lot shall be sixty (60) feet and one hundred (100) feet respectively. The minimum lot width for a corner lot shall be seventy (70) feet.

C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth for single-family residential development and ten (10) feet for multifamily housing types.

2. Side Yard. Each lot or building site shall have a minimum side yard as follows:

    a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.

    b. Street Side of Corner Lots. Ten (10) feet.

3. Rear Yard. Each lot or building site shall have a minimum rear yard of twenty (20) feet. D.

Height Limits.

1. The maximum height of all buildings shall be three stories, or forty-five (45) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units). E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred fifty (250) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred fifty (250) square feet total per unit, minimum one hundred fifty (150) square feet of private open space required for ground-level units and eighty (80) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area per Section E.3 below.

3. Usable Open Space Standards:

    a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

    b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

        i. No more than forty (40) percent of the required front yard may be so used.

        ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

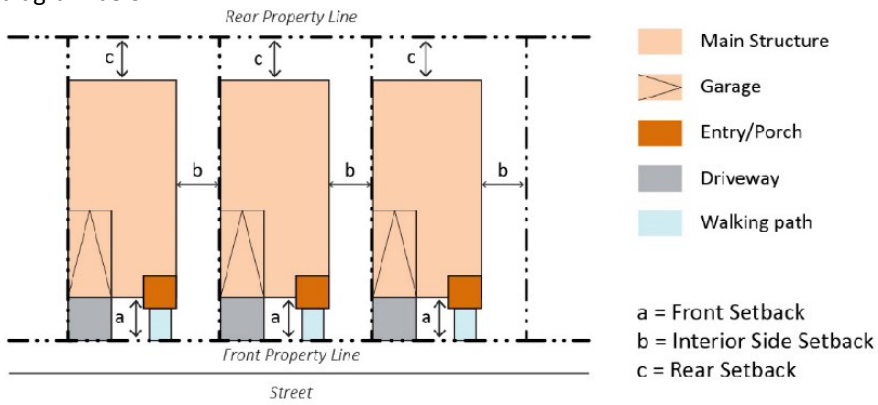
        iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

        iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met.

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department.

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential development shall be designed pursuant to the City of Coachella MultiFamily Objective Design Standards.

J. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

K. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

L. Perimeter Rear-facing Building Variation (Single-family dwellings). Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), builtin patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

L. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be incorporated with new development along Avenue 50, Avenue 52, Van Buren Street and Calhoun Street South of Avenue 50.

G. Distance Between Buildings. No requirements

L. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

L~~J~~. Architectural Review. All development in the G-N (General Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

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

Chapter 17.15 U-N URBAN NEIGHBORHOOD ZONE

17.15.010 Intent and purpose.

This zone is intended to provide for the establishment of high-intensity, walkable, transit-ready neighborhoods with a variety of types of housing—predominantly multi-family of various types. These compact neighborhoods are located within easy walking distance of parks, schools, shops, transit, and employment. This zone implements the Urban Neighborhood land use designation in the General Plan.

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

17.15.020 Permitted uses.

The following uses are permitted in the U-N (Urban Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Multi-family dwellings (five plus units).
2. Attached single-family dwellings such as rowhouses.
3. Small lot single-family subdivisions.
4. Duplex, Triplex or Fourplex.
5. Neighborhood retail uses under ten thousand (10,000) square feet, along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
6. Restaurants along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
7. Child nurseries, day care centers.
8. Public Utility Facilities (City-initiated).
9. Existing single-family residential uses built before the date of this adoption.
10. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

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

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.
3. Permitted Signs. Only the following signs shall be permitted:

a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the U-N (Urban Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.13.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hotels.
5. Medical Offices.

D. Prohibited Uses. The following uses are prohibited in the U-N (Urban Neighborhood) zone:

1. Mobilehomes.
2. Motels.
3. Outdoor advertising and billboards.

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

17.15.030 Property development standards.

The following standards of development shall apply in the U-N (Urban Neighborhood) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Twenty (20) dwelling units/acre.
2. Maximum Density. Thirty-eight (38) dwelling units/acre.
3. Maximum non-residential FAR. 0.5, where allowed. B. Lot Area Requirements.

1. Single-family attached residential subdivisions shall have a minimum lot size of one thousand eight hundred (1,800) square feet. The minimum lot width and depth for an interior lot shall be twenty-five (25) feet and forty-five (45) feet respectively. The minimum lot width for a corner lot shall be thirty (30) feet.
2. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet.
3. Developments with stand-alone commercial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet. C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least ten (10) feet in depth.
2. Side Yard. Each lot or building site shall have a minimum side yard as follows:
   a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.
   b. Street Side of Corner Lots. Ten (10) feet.

3. Rear Yard. Each lot or building site shall have a minimum rear yard of fifteen (15) feet.

D. Height Limits.

1. The maximum height of all buildings shall be four stories, fifty (50) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units). E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred (200) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred (200) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for groundlevel units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

i. No more than forty (40) percent of the required front yard may be so used.

ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

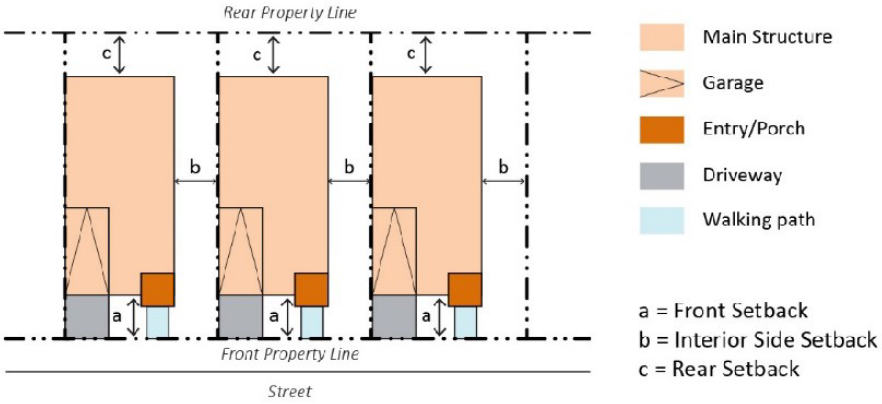
iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met;

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department; and,

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential developments shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential developments shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

J. Architectural Review. All development in the U-N (Urban Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

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

Chapter 17.16 U-E URBAN EMPLOYMENT ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.16, §§ 17.16.010—17.16.030, and enacted a new Ch. 17.16 as set out herein. The former Ch. 17.16 pertained to R-S Residential Single-Family Zone and derived from Prior code §§ 030.01—030.03; Ord. 909, adopted 2004;

Ord. No. 1021, § 2, adopted July 28, 2010; Ord. No. 1026, § 6, adopted Jan. 12, 2011; Ord. No. 1075, §§ 3, 4, adopted June 10, 2015.

Coachella, California, Code of Ordinances

17.16.010 Intent and purpose.

This zone is intended to provide for the establishment of a range of employment uses such as office and research and development in a mixed, campus setting. The employment uses are supported by retail, service, and similar uses. Residential uses are allowed in residential-only buildings or in a mixed-use configuration with groundfloor retail. Also allowed are higher education uses (such as a college or university) designed in an urban setting. This zone implements the Urban Employment Center land use designation in the General Plan.

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

17.16.020 Permitted uses.

The following uses are permitted in the U-E (Urban Employment) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Office uses of all types, including, but not limited to the following:
    a. Medical and dental offices.
    b. Administrative, business, executive and editorial.
    c. Professional offices.
    d. Financial, insurance, real estate offices, including banks and related institutions. e. General offices.
2. Research and Development.
3. Neighborhood retail uses per Chapter 17.24 (C-N Neighborhood Commercial Zone).
4. Restaurants per Chapter 17.24 (C-N Neighborhood Commercial Zone).
5. Artisan manufacturing/flex space.
6. Multi-family dwellings (five plus units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.
7. Public Utility Facilities (city-initiated).
8. Child nurseries, day care centers.
9. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

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

1. Accessory structures, non-habitable, including arcades (shade structures), parking garages, garden greenhouses, community gardens, recreation rooms or pool bathhouses and swimming pools.
2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.

3. Permitted Signs. Per Chapter 17.56 (Signs).

C. Conditional Uses. The following uses are permitted in the U-E (Urban Employment) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Bars and Cocktail lounges

2. College/University.

3. Community Gardens

4. Hotels/Motels.

5. Light Industrial uses as permitted in the M-S (Manufacturing Service) Zone, and as stand-alone uses operating indoors. Such uses in existence and permitted at the time of adoption of this code amendment shall be allowed to continue as a permitted use without obtaining a conditional use permit.

6. Microbrewery and taprooms.

7. Towing and impound uses. Such uses as standalone uses shall not exceed one percent of the U-E Zone.

D. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

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

17.16.030 Property development standards.

The following standards of development shall apply in the U-E (Urban Employment) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Thirty (30) dwelling units/acre.

2. Maximum Density. Sixty-five (65) dwelling units/acre.

3. Maximum non-residential FAR. 2.0. B. Lot Area Requirements.

1. Developments with stand-alone commercial or light industrial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet.

2. Stand-alone multiple-family residential developments shall have a minimum site area of ten thousand (10,000) square feet. C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.

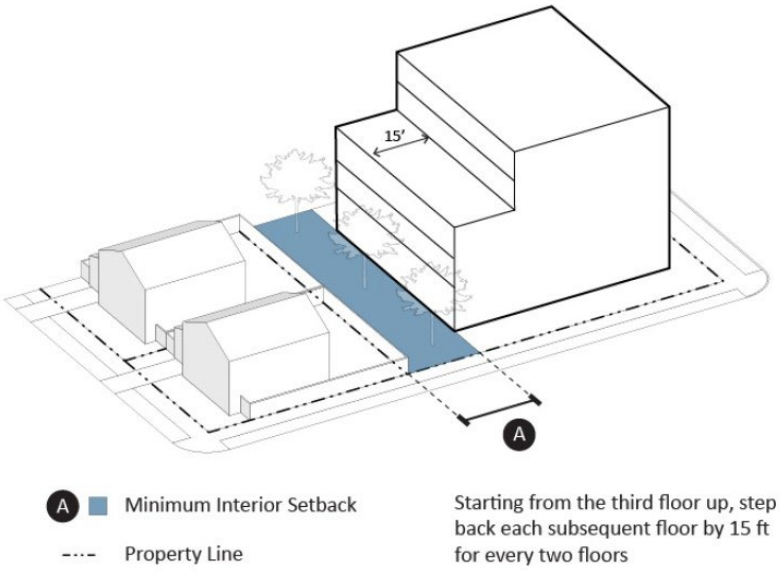
2. Side Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the street right-of-way lines.

D. Height Limits.

1. The maximum height of all buildings shall be five stories, or seventy-five (75) feet, whichever is less, except that for properties adjacent to a single-family zone, starting from the third floor up, each subsequent floor shall be stepped back by fifteen (15) feet for every two floors. See diagram below:



2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less. Accessory structures exceeding fifteen (15) feet may be approved up to thirty-five (35) feet subject to Architectural Review by the Planning Commission.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units)

E. Distance Between Buildings.

1. Between two main buildings: Twenty (20) feet.

2. Between a main building and an accessory structure, or between two accessory structures: Fifteen (15) feet.

F. Usable Open Space.

1. Greater than twenty-five thousand (25,000) square feet non-residential portion of developments shall provide three percent of the gross building area as usable open space. Common open space may be utilized for employees or publicly accessible open space. If the open space is over one thousand (1,000) square feet and provided as publicly accessible, up to fifty (50) percent may count toward the required residential common open space (if in a mixed-use project).

2. Multifamily developments shall provide a minimum of one hundred fifty (150) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for ground-level units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

   a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

   b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

      i. No more than forty (40) percent of the required front yard may be so used.

      ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

      iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

      iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

G. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

H. All new multi-family residential development shall be designed pursuant to the City of Coachella MultiFamily Objective Design Standards.

I. Architectural Review. All development in the U-E (Urban Employment) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

K. Other Property Development Standards.

1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and certain uses permitted subject to a conditional use permit. (Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.24 C-N NEIGHBORHOOD COMMERCIAL ZONE

17.24.010 Intent and purpose.

This zone is intended to provide for every day convenience shopping intended to serve residential neighborhoods, consistent with the environmental requirements of such neighborhoods. Convenience shopping facilities are those which provide space for retail and service businesses serving the immediate neighborhood. This zone also provides the opportunity for multi-family housing mixed in with the neighborhood serving uses, all within convenient walking or biking distance of nearby neighborhoods. These areas provide gathering places for the residents of surrounding neighborhoods. The provisions of this zone are intended to minimize or eliminate, insofar as possible, any conflicting aspects of commercial land use within residential neighborhoods, particularly as related to traffic, type of activity, and site requirements. This zone implements the Neighborhood Center land use designation in the General Plan.

(Prior code § 040.01)

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

17.24.020 Permitted uses.

The following uses are permitted in the C-N (Neighborhood Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Local retail businesses primarily intended to serve the immediate neighborhood~~, provided that no one use shall exceed ten thousand (10,000) square feet of floor area,~~ including the following:

   a. Grocery, fruit, or vegetable store; meat market.

   b. Meat, fish, or dressed poultry (no live poultry) sales.

   c. Bakery.

   d. Drugstore.

   e. Hardware store.

   f. Restaurant, café, or soda fountain, not including entertainment, dancing, sale of liquor, beer, or other alcoholic beverages.

   g. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

2. Local service businesses primarily intended to serve the immediate neighborhood, including the following:

   a. Barber or beauty shop.

   b. Child care centers.

c. Clothes cleaning and laundry pickup stations, laundromat, coin-operated dry-cleaning establishment.

d. Offices of physicians, dentists, optometrists, chiropractors, accountants, and realtors.

e. Tailor, dressmaker.

3. Multi-tenant retail~~., up to thirty-five thousand (35,000) square feet of floor area.~~

4. Public Utility Facilities (City-initiated).

5. Existing single-family residential uses built before the date of this adoption.

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

1. Signs as follows, subject to all provisions of Section 17.56.010 of this title.

a. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be eighty (80) square feet.

2. Canopies, arcades, carports, or similar shading devices.

3. Other accessory buildings, structures and uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the C-N (Neighborhood Commercial) zone, subject to obtaining a conditional use permit as specified in Section 17.74.010 of this title.

1. Those uses allowed as conditional uses by Section 17.12.020(C) of the S-N (Suburban Neighborhood) zone.

2. Multi-family residential (five plus units).

3. Ambulance services.

4. Automobile accessories and parts.

5. Automobile service stations.

6. Automotive repair garage as an accessory to automobile service station.

7. Bars and cocktail lounges.

8. Bowling, pool, or billiard centers.

9. Bus terminals, depots, and similar transit facilities.

10. Check cashing services.

11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.

12. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.

13. Car washes.

14. Commercial parking lots.

15. Commercial psychic activities.
16. Dance halls.
17. Drive-in, walk-up, or other fast-food establishments.
18. Engineering research and testing firms and laboratories.
19. Hotels, motels.
20. Laundromat/coin operated laundry so long as a full-time attendant is provided.
21. Liquor sales, subject to Section 17.74.015.
22. Lodges, fraternal organizations, and clubs.
23. Mattress manufacture.
24. Mortuaries.
25. Neighborhood recycling centers, pursuant to Chapter 17.90.
26. New and used automobile sales and mobilehome sales, located on sites with frontage on Cesar Chavez Street provided that a ten-foot landscaped setback from the planned highway right-ofway line be maintained.
27. Pawn shops.
28. Parcel or overnight delivery services.
29. Photocopying, photo processing and blueprinting.
30. Plumbing shop, provided all outside storage is completely screened.
31. Printing establishments.
32. Private lodges, clubs, meeting halls.
33. Special event establishments.
34. Swap meet, indoor.
35. Swap meet, outdoor.
36. Taproom.
37. Tattoo and body piercing parlors.
38. Thrift stores.
39. Truck, farm implement and machinery sales and rental, sale of parts.

(Prior code § 040.02)

(Ord. No. 1088, § 1, 12-14-16; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.24.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Fifteen (15) dwelling units/acre, when residential uses are provided.
2. Maximum Density. Forty (40) dwelling units/acre.

3. Maximum FAR. 1.5. B. Lot Requirements.

1. Minimum Lot Area. Five thousand (5,000) square feet.

2. Minimum Lot Width. Fifty (50) feet.

3. Minimum Lot Depth. None.

4. Maximum Lot Coverage. No limit. C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.

2. Side Yard. Where a C-N (Neighborhood Commercial) zone adjoins a street or a residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining such street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. Where the C-N (Neighborhood Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. In the case of a building or structure for residential use, there shall be a rear yard of not less than twenty (20) feet.

4. Permitted Encroachments in Required Yard. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway rightof-way line.

commercial building frontage hardscape areas shall establish a weekly pressure washing . Landscape modifications shall be approved by the Planning Director and refer

5. All landscape areas shall be maintained consistent with approved landscape plans and the Planning Commission for review at the Director's discretion.

D. Height Limit. The maximum height of any building or structure shall be three stories or fifty (50) feet, whichever is less.

E. Distance Between Buildings. Buildings not actually adjoining shall be provided with a minimum eightfoot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-N (Neighborhood Commercial) zone abuts upon any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zoning boundary line. Said screening shall be reduced to forty-two (42) inches in height within a setback area adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be

incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

JH. Other Property Development Standards.

1. All residential uses shall follow the site development standards for U-N (Urban Neighborhood) zone, except as noted in this subsection.
2. Any structure originally designed or intended for residential purposes may be used for service businesses, (except clothes cleaning, etc.) as permitted in this zone, subject to all provisions of this article, and further subject to the following conditions:
    a. The required front yard of the structure shall be permanently maintained in landscaping as defined in Section 17.60.010(D)(4).
    b. All parking shall be provided to the rear of the residential structure.
    c. All structures shall conform to all provisions of the applicable building, housing, and fire codes of the city.
    d. Signs permitted shall be limited to a total surface area twenty (20) square feet.
    e. No structure shall be used for residential and commercial uses at the same time.
3. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and automobile service stations permitted subject to Section 17.24.020(C)(3).
4. Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects. The City Engineer may permit deviations from this standard to ensure connectivity between existing public improvements and that may be necessary so as not to be detrimental to the public health, safety, or welfare.
5. New Development on Cesar Chavez Street. New development projects on Cesar Chavez Street shall maximize building frontage along the street and demonstrate consistency with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

KI. All new multi-family residential development shall be designed pursuant to the City of Coachella MultiFamily Objective Design Standards.

LJ. Architectural Review. All development in the C-N (Neighborhood Commercial) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Prior code § 040.03)

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

Chapter 17.26 C-G GENERAL COMMERCIAL USE ZONE

17.26.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of commercial areas designed to serve community-wide needs. Such areas provide a wide variety of goods and services and must be consistent with the overall development of the city and its environs. The provisions of this zone are intended to ensure that such commerce will be compatible with adjacent, noncommercial development, and to minimize the undesirable effects of heavy traffic, type of activity, and to set forth site requirements. This zone implements the Suburban Retail land use designation in the General Plan.

(Prior code § 042.01)

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

17.26.020 Permitted uses.

The following uses are permitted in the C-G (General Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All uses permitted by Section 17.24.010 A of the C-N (Neighborhood Commercial) zone except laundromats/coin-operated dry-cleaning establishments.

2. Retail Uses:

a. Antique shop.

b. Appliance store.

c. Automobile accessories and parts.

d. Art gallery.

e. Bicycle shop.

f. Bookstore.

g. Cigar or tobacco store.

h. Clothing or apparel sales.

i. Confectionery store.

j. Department store.

k. Drugstore.

l. Electronics store.

m. Furniture store.

n. Grocery store.

o. Interior decorator.

p. Jewelry store.

q. Lapidary.

r. Motorcycle sales and accessories.

s. Pet shop, including grooming, but no kennel.

t. Photographic supplies.

u. Restaurant without liquor sales.

v. Shoe store.

w. Sporting goods store.

x. Toy store.

y. Unfinished furniture sales (new).

z. Yardage store.

3. Multi-tenant retail. 4. Service Businesses.

a. Bicycle repair shop.

b. Blueprinting service.

c. Business, trade schools.

d. Drafting service.

e. Drycleaning establishments.

f. Exhibition hall, theater, auditorium.

g. Hotels and motels.

h. Library or reading room.

i. Locksmith.

j. Medical or dental clinic.

k. Microfilm service.

l. Mortuary.

m. Photo studio.

n. Private lodges, clubs, meeting halls.

o. Radio, television repair

p. Rental of household, sickroom, and office equipment.

q. Secretarial service.

r. Shoe repair.

s. Small appliance repair.

t. Studio, dancing, music, art, etc.

u. Telephone answering service.

v. Tuxedo/costume rental.

5. Office uses of all types, including, but not limited to the following:

a. Medical and dental offices.

b. Administrative, business, executive and editorial.

c. Professional offices.

d. Financial, insurance, real estate offices, including banks and related institutions.

e. General offices.

6. Outdoor Uses. Only the following outdoor uses are permitted:

a. Plant nurseries, provided that all areas devoted to outdoor storage of other than live plant material shall be completely screened from view from arterial highways and abutting residential properties. No bulk storage of sand, gravel, fertilizer, or other chemical or organic materials is permitted.

7. Public Utility Facilities (City-initiated).

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

1. Wholesaling of products.

2. The manufacturing, processing, treatment, or storage of products which is clearly incidental to the retail or service business conducted on the premises, provided that:

a. The premises are not the primary source of the production of goods sold on the premises.

b. Not more than twenty-five (25) percent of the ground floor area shall be used for such purposes.

c. No motor exceeding one horsepower be used for manufacturing, treatment, or processing in connection therewith, and that the total horsepower so used shall not exceed five horsepower. This restriction shall not apply to air conditioning equipment.

d. No portion of any building or premises so used shall be less than fifty (50) feet from any residential district.

3. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be one hundred fifty (150) square feet for those establishments with less than one thousand five hundred (1,500) square feet of gross floor area, and two hundred fifty (250) square feet for those establishments with one thousand five hundred (1,500) or more square feet of gross floor area.

5. Canopies, arcades, carports, or similar shading devices.

6. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in all sectors of the CG zone subject to obtaining a conditional use permit pursuant to Chapter 17.74.

1. Ambulance services.
2. Automobile accessories and parts.
3. Automotive repair garage as an accessory to automobile service station.
4. Automobile service stations, including self-service stations or self-service islands at a store, but only if such self-service establishments maintain restroom facilities for both sexes and water and air for the vehicles.
5. Bars and Cocktail Lounges.
6. Bowling, pool, or billiard centers.
7. Bus terminals, depots, and similar transit facilities.
8. Car washes.
9. Ceramic products manufacture.
10. Check Cashing services.
11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.
12. Commercial parking lots.
13. Commercial psychic activities.
14. Dance Halls.
15. Drive-in, walk-up, or other fast-food establishments.
16. Engineering research and testing firms and laboratories.
17. Laundromat/coin operated laundry so long as a full-time attendant is provided.
18. Liquor sales, subject to Section 17.74.015.
19. Mattress manufacture.
20. Mini-Storage Warehouse as accessory to a permitted use.
21. Multi-bay auto repair.
22. Mortuaries.
23. Neighborhood recycling centers, pursuant to Chapter 17.90;
24. New and used automobile sales and mobilehome sales, provided that a ten-foot landscaped setback from the planned highway right-of-way line be maintained.
25. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.
26. Pawn shops.
27. Parcel or overnight delivery services.
28. Photocopying, photo processing and blueprinting.
29. Plumbing shop, provided all outside storage is completely screened.
30. Printing establishments.

31. Sign manufacture.
32. Special Event Establishments.
33. Taproom.
34. Tattoo and body piercing parlors.
35. Thrift stores (Reconditioned or used merchandise sales)
36. Tourist camps.
37. Truck, farm implement and machinery sales and rental, sale of parts.
38. Swap meet, indoor.
39. Swap meet, outdoor.

D. Prohibited Uses. The following uses are prohibited in the C-G (General Commercial) zone:

1. Residential.
2. Mobilehomes.

(Prior code § 042.02)

(Ord. No. 1033, § 2, 1-11-12; Ord. No. 1065, § 2, 6-11-14; Ord. No. 1088, § 2, 12-14-16; Ord. No. 1108, § 1, 7-12-17; Ord. No. 1161, § 2, 5-27-20; Ord. No. 1195, § 3, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.26.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Non-Residential Intensity.

1. Maximum FAR. 1.0.

B. Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet; Parcels not contiguous to C-G (General Commercial) zoned property shall have a minimum area of five acres.
2. Minimum Lot Width. Fifty (50) feet.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. No limit. C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a C-G (General Commercial) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.
3. Rear Yard. Where the C-G (General Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.
4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum

three-foot wide screen planting strip shall be maintained adjacent to the planned highway rightof-way lines.

5. All landscape areas shall be maintained consistent with approved landscape plans and commercial building frontage hardscape areas shall establish a weekly pressure washing . Landscape modifications shall be approved by the Planning Director and refer the Planning Commission for review at the Director's discretion. D.

Height Limits.

1. The maximum height of any building within one hundred thirty (130) feet of any residential zone shall be two stories or thirty-five (35) feet, whichever is less. Vehicular rights-of-way shall be included in calculating distance. The distance of one hundred thirty (130) feet is a minimum setback and setbacks requirements may be increased based on safety, privacy, views, noise, and light issues.

2. The maximum height of all other buildings shall be fifty (50) feet or three stories, whichever is less.

E. Distance Between Buildings. Buildings not actually joined, shall be provided with a minimum eight-foot separation.

F. Off-Street Parking And Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-G (General Commercial) general commercial zone abuts any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

J~~H~~. Architectural Review. All development in the C-G (General Commercial) zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

K~~I~~. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or nonstorefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or nonstorefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 042.03)

(Ord. No. 1161, § 3, 5-27-20; Ord. No. 1195, § 4, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.28 R-C REGIONAL COMMERCIAL ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.28, §§

17.28.010—17.28.030, and enacted a new Ch. 17.28 as set out herein. The former Ch. 17.28 pertained to C-T Tourist Commercial Zone and derived from Prior code §§ 046.01—046.03; Ord. No. 1088, § 3, adopted Dec. 14, 2016.

Coachella, California, Code of Ordinances

17.28.010 Intent and purpose.

This zone is intended to provide for and encourage a wide range of shopping and entertainment in a variety of urban and suburban formats. These include regional shopping centers, mixed destination centers or similar uses. The uses allowed in this zone will cater to regional clientele and provide a unique amenity to all residents of the Coachella Valley and an important revenue source for the City. Implementing the Regional Retail land use designation in the General Plan, the primary purpose of the zone is to provide for commercial opportunities, with residential uses supporting the retail environment.

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

17.28.020 Permitted uses.

The following uses are permitted in the R-C (Regional Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All retail establishments including big box retail (> thirty-five thousand (35,000) square feet).
2. Automobile rental.
3. Hotel.
4. Motel.
5. Resort.
6. Restaurants.
7. Private swimming pools.
8. Public Utility Facilities (City-Initiated).

B. All uses permitted by Section 17.26.020 in Chapter 17.26 C-G (General Commercial).

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

1. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.
2. Ice vending machines, of three-ton capacity or less subject to all other provisions of this zone. Such machines shall be located so as not to interfere with the movement of traffic on the site.

D. Conditional Uses. The following uses may be permitted the R-C (Regional Commercial) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Amusement center or theme park.
2. Automotive repair garage as an accessory to automobile service station.
3. Automobile service station.
4. Bars and Cocktail lounges.

5. Billiard parlor.
6. Bowling alley.
7. Bus terminals, depots, and similar transit facilities.
8. Car washes as part of a multi-tenant retail center.
9. Commercial Parking Lot.
10. Drive-in or walk-up or other fast-food service establishments.
11. Exhibition hall, conference center, theater, amphitheater, auditorium.
12. Golf courses, driving ranges.
13. Hospital Uses.
14. Liquor sales, subject to Section 17.74.015;
15. Medical offices.
16. Microbreweries and taproom.
17. Mini-storage warehouse as an accessory to a permitted use.
18. Multiple-family residential (five plus units).
19. New and used automobile sales and recreational vehicle sales.
20. Recreational vehicle storage as an accessory to a permitted use.
21. Restaurants with liquor sales.
22. Skating rinks.
23. Special event establishments.
24. Sports Complex.
25. Theater, including drive-in.

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

17.28.030 Property development standards.

The following standards of development shall apply in the R-C (Regional Commercial) zone: A.

Residential Density and Non-Residential Intensity.

1. Minimum Density. Ten (10) dwelling units/acre, when residential uses are provided.
2. Maximum Density. Fifteen (15) dwelling units/acre.
3. Maximum Non-Residential FAR. 2.0.

B. Residential uses shall follow the development standards in Section 17.14.030 for multi-family uses and the City of Coachella Multifamily Objective Design Standards. C. Lot Requirements.

1. Minimum Lot Size. The minimum lot size shall be twenty thousand (20,000) square feet for commercial uses.
2. Minimum Lot Width. None. 3. Minimum Lot Depth. None.

4. Maximum Lot Coverage. None. D.

Yard Requirement.

2. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth, except where one or both adjoining zones are residential, in which case the required yard shall be increased to equal the average of the required front yards of the adjoining zones.

3. Side Yard. There shall be no side yard requirement except where a R-C (Regional Commercial) zone adjoins a street or a residential zone, in which case there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zones. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

4. Rear Yard. There shall be no rear yard requirement except where the R-C (Regional Commercial) zone adjoins a residential zone, in which case there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

5. Permitted Encroachments in Required Yards.

   a. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way line.

   b. Swimming pools provided as an accessory use to a hotel or motel may encroach into the rear two-thirds of the required front yard.

6. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion. E. Height Limits.

   1. The maximum height of any building located within one hundred fifty (150) feet of any S-N or G-N zone~~R-S~~, ~~single-family residential zone~~, or any agricultural zone, shall be one story or twenty (20) feet, whichever is less. Vehicular rights-of-way shall be included in calculating the distance.

2. The maximum height of all other buildings shall be two stories or thirty-five (35) feet, whichever is less, except that hotels shall have a maximum height of eighty-five (85) feet.

3. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

F. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 52, Van Buren Street, and Calhoun Street.

G. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

HF. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be determined through site plan review.

IG. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

JH. Screening. Where the R-CC T zone abuts upon a residential zone, there shall be provided screening not less than six feet, or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

KI. Other Property Development Standards.

1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, those outdoor uses permitted by Section 17.28.020(A)(7), and certain uses permitted subject to a conditional use permit by Section 17.28.020(D).

2. No building or structure having exterior walls of sheet metal shall be erected in this zone.

LJ. Architectural Review. All development in the R-C (Regional Commercial) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

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

Chapter 17.30 M-S MANUFACTURING SERVICE ZONE

17.30.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of light manufacturing, wholesaling, and commercial service within the community. Such areas are vital to the community's economic health and well-being by providing employment and an important revenue source for the city. The provisions of this zone are intended to ensure that manufacturing service areas will be compatible with adjacent, non-industrial development and will protect such areas from potential hazards of industrial development.

(Prior code § 050.01)

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

17.30.020 Permitted uses.

The following uses are permitted in the M-S (Manufacturing Service) zone subject to all provisions of this chapter.

A. Primary Uses.

1. Engineering research and testing firms and laboratories;
2. Trailer, camper, mobile home manufacturer or assembly;
3. Automotive repair garage, body and fender works, within a completely enclosed building;
4. Sales and rental of trucks, autos, farm machinery and implements, and truck and auto parts;
5. Bakery;
6. Boat building;
7. Bottling plant;
8. Cabinet shop;
9. Carpet cleaning plant;
10. Ceramic products manufacture;
11. Cleaning and dyeing plant;
12. Dairy products processing;
13. Drugs manufacture;
14. Electrical, electronic, or electro-mechanical machinery manufacturing;
15. Food products processing, manufacturing, canning, preserving and freezing;
16. Fruit and vegetable packing house;
17. Furniture manufacturing, refinishing;

18. Garment manufacture;

19. Glass manufacture;

20. Ice and cold storage plant;

21. Laboratories. Experimental, testing, motion picture;

22. Laundry;

23. Machine shop;

24. Metalworking, fabrication, or welding firm;

25. Newspaper printing plants;

26. Nurseries

27. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."

286. Parcel delivery services;

297. Photo-engraving, photocopying, photo-processing and blueprinting;

3028.Plastic, fabrication firm;

3129.Plumbing shop;

320. Prefabricated buildings manufacture;

331. Printing establishments;

342. Sheet metal shop;

353. Sign manufacture;

364. Textile manufacture;

375. Tire rebuilding, recapping, and retreading;

386. Upholstering and reupholstering;

397. Wholesale business, storage buildings, and warehouses;

4038.Woodworking shop; 4139.Storage yards:

a. Contractors storage yards,

b. Building materials,

c. Lumber yards,

d. Machinery, truck rental yards,

e. Draying and freight yard, and

f. Truck terminal; and 420. Retail sales.

431. Restaurant.

442. Emergency shelters complying with the following criteria.

a. Emergency shelters shall be operated by a responsible agency or organization, with experience in managing or providing social services.

b. The shelter shall provide at least one qualified on-site supervisor at all times, plus one attendant for each fifty (50) occupants.

c. A shelter shall not be approved when another homeless shelter exists within three hundred (300) feet of the proposed site.

d. Emergency shelters shall provide a setback of thirty (30) feet from the shelter building to any residential zone.

e. Parking shall be supplied at a ratio of one vehicle space per ten (10) beds, and one secured bicycle parking area designed to accommodate up to one bicycle per ten (10) beds.

f. Each shelter shall be limited to a maximum occupancy of fifty (50) persons, including warming shelters and daytime facilities.

g. A management plan shall be required to address how the immediate sheltering needs of individuals who may be turned away from the shelter will be handled. The management plan shall establish a maximum length of time for which clients may be accommodated.

45~~3~~. Public Utility Facilities (City-Initiated).

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

1. Detached dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

2. Retail distribution of products produced on the premises (where not the primary retail outlet for said products).

3. Storage of equipment, materials, finished products, or refuse basic to operations of a permitted use.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be two hundred (200) square feet.

5. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the M-S (Manufacturing Service) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Automotive repair garage as an accessory to automobile service station.

2. Breweries and Distilleries.

3. Cotton gins, oil mills, vegetable oil plants.

4. Exterminating or disinfecting service firm.

5. Metal plating.

6. Mini storage warehouse.

7. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter
17.84.

8. Oil cloth or linoleum manufacture.

9. Paint, oil, shellac, turpentine, or varnish manufacture.
10. Plastic manufacture.
11. Planing mills.
12. Poultry dressing and packaging.
13. Recreational Vehicle Storage. Such uses as standalone uses shall not exceed ten (10) percent of the M-S Zone.
14. Restaurant with cocktail lounge.
15. Service stations.
16. Stone monument works.
17. Taproom.
18. Tattoo and body piercing parlors.
19. Wire and wire products manufacture.
20. Hotels on a building site with frontage on Major or Primary Arterials.

D. Industrial-Related Uses. Certain non-industrial uses are functionally related to industrial areas. The following uses are permitted only when intended to serve industrial areas and employees.

1. Restaurants and coffee shops.
2. Industrial hospitals or clinics.
3. Industrial training center.

(Ord. 925 § 1, 2005; Ord. 918 § 1, 2005; prior code § 050.02)

(Ord. No. 1033, § 3, 1-11-12; Ord. No. 1051, § 2, 5-22-13; Ord. No. 1161, § 4, 5-27-20; Ord. No. 1195, § 5, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.30.030 Property development standards.

The following standards of development shall apply in the M-S (Manufacturing Service) zone: A.

Non-Residential Intensity.

1. Maximum FAR. 1.0. B.

Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet.
2. Minimum Lot Width. None. 3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. None.

C. Yard Requirements. None, except in the following instances:

1. Where an M-S (Manufacturing Service) zone abuts upon a street or highway where two-thirds of the property in the block on the opposite side of the street is zoned residential, a yard shall be provided of ten (10) feet in depth.

2. Where an M-S (Manufacturing Service) zone abuts upon a street or highway and where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required yards of the adjoining zones.

3. Where an M-S (Manufacturing Service) zone abuts upon a Major Arterial, Major Arterial with Enhanced Bicycle Facilities, Primary Arterial, and Primary Arterial with Enhanced Bicycle Facilities as designated on the circulation element of the general plan, a yard of ten (10) feet in depth shall be provided.

4. Where an M-S (Manufacturing Service) zone directly abuts a residential zone, there shall be a yard of not less than thirty (30) feet adjoining that zone. This shall be reduced to twenty (20) feet where there exists a public alley separating the two zones.

5. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting shall be maintained adjacent to the planned highway right-of-way line. D.Height Limits.

1. The maximum height of any buildings or structures located within one hundred fifty (150) feet of any residential zone shall be two stories or thirty-five (35) feet, which ever is less. Vehicular rights-of-way shall be included in calculating distance.

2. The maximum height of all other buildings or structures shall be fifty (50) feet.

E. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be provided with a minimum eight-foot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010. G. Walls and Screening.

1. Where an M-S (Manufacturing Service) zone abuts upon any residential zone there shall be provided a solid masonry wall not less than six feet nor more than eight feet in height along the zone boundary. Said wall shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

2. Where property in an M-S (Manufacturing Service) zone is used for operations incidental to a primary permitted use, as a storage yard, or where material necessary to the conduct of a primary permitted use is stored outside, there shall be provided screening not less than six feet or more than eight feet in height. Said screening shall screen storage areas from adjacent residential and/or commercial zones. H. Other Property Development Standards.

1. No structure originally designed or intended for residential purposes shall be occupied by uses permitted in this zone, except when used as a dwelling by a proprietor, manager or custodian or custodian of a permitted use.

2. No use shall be established in any M-S (Manufacturing Service) zone which causes or emits any dust, gas, smoke, fumes, odors, noises, vibrations, electromagnetic disturbance, radiation, or other similar effects which are or may be detrimental to the public health, safety, or general welfare. All uses shall be continuously maintained so that they are neither obnoxious nor offensive by reason of the above emissions.

3. All lot area not in use by buildings shall be paved, planted, or otherwise surfaced to eliminate dust. Use of gravel, decomposed granite and similar materials is permitted, subject to continuous maintenance in a neat and sightly manner. Use of oil is permitted only where treated areas will not be visible from public streets, or adjacent residential or commercial zones. Yards and off-street parking and loading areas shall be treated as required in this title.

I. Architectural Review. All development in the M-S (Manufacturing Service) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 050.03; Ord. No. 1161, § 5, 5-27-20; Ord. No. 1195, § 6, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-2623)

Chapter 17.38 PUD PLANNED UNIT DEVELOPMENTS

17.38.010 Intent and purpose.

The purpose of this chapter is to provide for attractive, planned zoning~~, residential~~ districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in ~~residential~~ development on relatively large areas of land; to encourage more imaginative and innovative design of projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience and aesthetics, than if developed under the underlying zone.

(Prior code § 060.01)

17.38.020 Procedure and regulations.

A. Procedure. An application for a planned development project or ~~mobilehome project~~ shall submit a request for ~~change of zone~~a conditional use permit to allow a "PUD", Planned Unit Development, ~~overlay zone on base district zone, pursuant to Chapter 17.82. Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements~~ in order to vest modified land use regulations, utilize flexible standards of the PUD ~~overlay zone~~ and vest the design guidelines for the planned unit development. The City Council is the decision-making authority for a PUD.

B. Land Use Regulations. All planned development projects shall comply with the land use and density regulations of the base district, except as may be modified by the PUD ~~overlay zone~~ regulations, subject to compliance with the general plan.

C. Development Standards. All planned development projects shall comply with the applicable development standards of the base district and other sections of the municipal code, except that an applicant for a PUD project may utilize flexible development standards in order to meet the policy directives of the general plan.

D. ~~Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements in order to vest modified land use regulations, utilize flexible standards of the PUD overlay zone and vest the design guidelines for the planned development.~~

(Ord. No. 1075, § 7, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

Editor's note(s)—Ord. No. 1075, § 7, adopted June 10, 2015, amended § 17.38.020 in its entirety to read as herein set out. Former § 17.38.020, pertained to uses, and derived from prior code, § 060.02; and Ord. No. 1026, § 7, adopted Jan. 12, 2011.

17.38.030 Design guidelines.

A. Design Guidelines. All planned developments shall submit a comprehensive set of design guidelines for the project as part of the conditional use permit required under Section 17.38.020(D), that include the following items.

1. Circulation and Streets Plan. The design guidelines shall incorporate a street network plan showing street and pedestrian connectivity for future neighborhoods of the planned development. This shall include the typical roadway diagrams proposed for neighborhood streets and shall incorporate the use a landscaped parkway with street trees separating the sidewalk from the street curb line. Any deviations, for private streets, from the city's public street improvement requirements shall be included in the circulation and streets plan. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.

2. Open Space Plan. A plan for the major common open space elements for a residential~~of the~~ community shall be included in the design guidelines of the project. This shall include conceptual plans for park amenities, recreational facilities, and gathering spots for the future residents.

3. Building Massing Plan. A colored site plan showing the typical building massing and relationship of buildings to streets and pedestrian paths and open space features ~~for the various neighborhoods~~ within the planned development shall be included as part of the design guidelines.

4. Architectural Theming. Detailed architectural and/or artist renderings of allowable building types, architectural themes, and typical front yard landscaping shall be provided for all planned developments. Conceptual design guidelines in text describing the architectural theming and exterior building materials, window treatments, and garage door designs, and landscaping plant palettes, must accompany the planned development submittal.

5. Signs. A comprehensive sign program shall be included as a part of all planned developments.

6. PUD justification. The applicant shall submit a project justification statement identifying the following:

~~i. How the proposed development is superior to which is permitted by the underlying zone;~~

~~ii. How the proposed project conforms to the Planned Unit Developments Chapter 17.38;~~

iii. Which exceptions to the underlying zoning regulations are being requested and why they are necessary;

~~iv. What public benefit is being provided that justifies the exception for underlying zoning~~ standards.

B. Change in Product Size. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

17.38.035 Public Benefit Required. A PUD shall provide a public benefit that offsets the impact created by an exception from development standards. An approved public benefit shall include one or more if the elements listed below or a similar element that proportionally offset the additional impacts created by the exception to the development standards requested.

1. Affordable housing. The construction of affordable housing on the site or off-site affordable housing.

2. On-Site Public Amenities. The provision of on-site amenities that benefit the general public such as parks, community spaces, civic spaces, child care facilities, preservation of historic structures or places, agricultural preservation, open space preservation, or similar amenities.

3. Off-site Improvements. The provision of off-site amenities and dedications including traffic enhancements, traffic calming improvements, bikeways and trails, park lands, recreation facilities, or other public improvements that proportionally offset the additional impacts specifically created by the exception requested for the PUD.

(Ord. No. 1075, § 8, 6-10-15)

Editor's note(s)—Ord. No. 1075, § 8, adopted June 10, 2015, amended § 17.38.030 in its entirety to read as herein set out. Former § 17.38.030, pertained to property development standards, and derived from prior code, § 060.03; and Ord. No. 1021, § 5, adopted July 28, 2010.

17.38.040 Mobilehome parks.

A. Intent and Purpose. These regulations are intended to provide for the development of mobilehome parks within the city, consistent with the general plan. These provisions are further intended to create standards of development consistent with those in other residential areas of the community.

B. Review Procedure. A mobilehome park community may be established in the ~~RM-~~G-N base district zone through a planned unit development overlay zone, subject to approval of the conditional use permit, change of zone and design guidelines required under Sections 17.38.020 and 17.38.030, and subject to compliance with the regulations contained herein.

C. Permitted Uses. The following uses are permitted in any mobilehome park:

1. Mobilehomes, trailers, trailer coaches, campers, camp cars;

2. Recreational buildings, structures, and uses intended to serve only the residents of the mobilehome park; and

3. Accessory buildings normally appurtenant to the conduct of a mobilehome park, including buildings and structures required by law.

D. Lot Requirements for Mobilehome Parks.

1. Minimum Lot Size. Five acres.

2. Density Permitted. One mobilehome for each four thousand five hundred (4,500) square feet of gross lot area.

3. Lot width and depth shall be determined by the Planning Commission or City Council when the conditional use permit is considered. E. Yard Requirements for Mobilehome Parks.

1. Front Yard. Each park shall have a front yard of at least twenty-five (25) feet in depth.

2. Side Yard. Each park shall have side yards of at least fifteen (15) feet in depth.

3. Rear Yard. Each park shall have a rear yard of at least fifteen (15) feet in depth. F.

Requirements for Individual Mobilehome Sites Within a Mobilehome Park.

1. Minimum individual site size shall be three thousand (3,000) square feet.

2. Each individual mobilehome site shall have a minimum width of thirty-five (35) feet.

3. Each mobilehome shall be set back at least five feet from the edge of any interior site roadway.

G. Height Limits. Height limits shall be those in the zone in which a mobilehome park is authorized.

H. Distance Between Buildings and Mobilehomes.

1. There shall be a minimum average distance between mobilehomes of twenty (20) feet; except that where placed end to end, the distance may be reduced by ten (10) feet.
2. There shall be a minimum distance between mobilehomes and accessory buildings of fifteen (15) feet.
3. There shall be a minimum distance between accessory buildings of ten (10) feet. I. Usable Open Space.

1. A common recreational-leisure area shall be provided for each mobilehome park. Such recreationalleisure area shall be for the purpose of providing usable open space for the residents of the mobilehome park, and shall not be for the use of the general public.
2. The size of such recreational-leisure area shall be equal to at least four hundred (400) square feet for each mobilehome site. Cabanas, swimming pools, decks, game areas, and similar uses may be included in such an area.

(Prior code § 060.04)

(Ord. No. 1075, § 8, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

17.38.050 Nonresidential uses.

The Planning Commission shall approve the appropriate number, location, area requirements, access, parking, identification, and operating conditions for all institutional, recreational, commercial and health facilities in the planned unit development.

(Prior code § 060.05)

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

17.38.060 Special conditions and procedures.

In addition to the following special conditions and procedures for planned unit development, the Planning Commission may impose such other conditions as it deems necessary or desirable in carrying out the general purpose and intent of this section.

A. A conditional use permit obtained through procedures contained in this chapter and in Sections 17.74.010 through 17.74.050 of this title is required for any planned unit development.

B. Tract or Parcel Maps. A tentative tract or parcel map is required to be submitted to the planning director subsequent to approval of the application but may be filed with the application for a ~~zone change and~~ conditional use permit. However, if the property is located in a hillside area, the tentative tract or parcel map shall be filed concurrently with the application.

No building permit shall be issued for any building within a planned unit development, except for sales models, recreational buildings, or community facilities, unless a final tract or parcel map has first been recorded for the property on which the building or buildings are located. C. Project Site Plans.

1. A preliminary project site plan is required to be filed with the application for planned unit development. Contour intervals shall be indicated for property in hillside areas. The site plan required by Section 17.62.010 shall, in addition to other requirements, indicate compliance with the provisions of this chapter.
2. Landscape Plans and List. A plan for landscaping all common area, including plant lists and sprinkler system, shall be approved by the planning director.

3. Phasing Plans. A progress plan delineating the various development phases, if more than one, and specifying a reasonable time allocation for each phase, shall be submitted, and made a condition of approval by the Planning Commission. No phase component shall have a residential density that exceeds by twenty (20) percent the proposed residential density of the entire planned unit development. The total area of common open space provided in each phase shall, at a minimum, be in the same proportion as in the entire development.

4. Highway Access. Each planned unit development shall be located on and have direct access to a major or secondary arterial or a collector street.

5. Utilities. All utility lines necessary to serve the development shall be installed underground.

6. Vehicular Access. The approved site plan shall indicate all vehicular access. In order to encourage inward orientation, increased living amenities, and variety and flexibility of parking areas, direct access to all dwelling units is not required. However, the planning director shall determine the property access system.

7. Specific Plan. The project plans for a planned unit development may be adopted as a specific plan amendment to the general plan.

D. Condominium Common Areas. Except for property dedicated to the City for inclusion within a public park, school site or park maintenance district, every owner of a dwelling unit or lot shall own as an appurtenance to such dwelling unit or lot, either an undivided interest in the common areas and facilities of the entire project or of the tract in which the ownership is located; or a share in the corporation, or voting membership in an association owning the common areas and facilities of the entire project or of the tract in which the ownership is located.

1. Management Agreement for Control and Maintenance of Common Areas. No lot or dwelling unit in the development shall be sold until a corporation, association, property owner's group or similar entity has been formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development or in the tract which is a part of the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development or tract portion thereof. Such entity shall operate under recorded conditions, covenants and restrictions which shall include compulsory membership of all owners of lots and/or dwelling units, and flexibility of assessments to meet changing costs of maintenance, repairs, and services. The developer shall submit evidence of compliance with the requirement to the planning director. This condition shall not apply to land dedicated to the city and included in a park maintenance district or dedication to the city for other public purposes.

2. Maintenance. The right to maintain the buildings and use the property for a residential planned unit development as indicated on the approved revised site plan shall continue in effect only so long as all of the mutually available features, such as recreational areas, community buildings, and landscaping, as well as the general appearance of the premises and buildings are all well maintained.

3. Covenants.

   a. The provisions of subsections (C)(1) and (C)(2) of this section shall be included in the conditions, covenants, and restrictions applying to the property, which are recorded in the office of the county recorder, and copies of said provisions shall be furnished to the individual purchasers of units in the development.

   b. The provisions of subsections (C)(1) and (C)(2) of this section shall also be in each of the preliminary and final drafts of the conditions, covenants, and restrictions submitted to the real estate commissioner.

E. Separate Lots. No portion of land within a residential planned unit development shall be divided in ownership unless it is first recorded as a separate lot on a recorded final tract or parcel map.

F. Sale of Lots or Units. No dwelling unit or lot shall be sold or encumbered separately from an interest in the common areas and facilities in the development which shall be appurtenant to such dwelling unit or lot. No lot shall be sold or transferred in ownership from the other lots in the total development, unless all approved community buildings, structures, and recreational facilities for the total development, or approved phase thereof, have been completed, or completion is assured, to the satisfaction of the planning director.

G. Nonconformities. All nonconformities existing prior to development of the project must be eliminated or alleviated to the satisfaction of the Planning Commission.

(Prior code § 060.06)

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

Chapter 17.60 DEVELOPMENT STANDARDS

17.60.010 Property development standards.

A. Intent and Purpose. The following general development standards are set forth in order to assure that property in the various zones of the city will be developed in a uniform and orderly manner which will promote the public health, safety, comfort, convenience, and general welfare. These development requirements shall be in addition to the property development standards set forth in each zone. In addition, the design standards established for single-family residential development in Chapter 17.19 (Supplemental Standards for Single-Family Residential Development shall apply.

B. Responsibility for Measurements. In measuring lot dimensions and other requirements, it shall be the responsibility of the property owner or his or her authorized agent to provide accurate dimensions and calculations. The submission of inaccurate dimensions or calculations which result in a lot or structure not complying with the requirements set forth in this chapter shall constitute a violation of this chapter, and any permits or approvals granted thereunder shall be void.

C. Lot Widths. Lot widths in residential zones shall vary according to the size of the lot, and shall be determined per the zone-specific standards in Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35).

D. Yards.

1. Encroachments. Where yards are required in this chapter, they shall not be less in depth or width than the minimum dimensions specified in any part, and they shall be at every point open and unobstructed from the ground to the sky, except as follows:

   a. Outside stairways, porches, or landing places, if unroofed and unenclosed, may extend into a required side yard for a distance of not to exceed three feet or into the required rear yard a distance not to exceed five feet.

   b. Awnings, cornice trims, eaves, decks, railings, stoops, and landings, and similar architectural features may encroach two feet into a required front, side, or rear yard. Awnings projecting from the side elevation of a residential structure and constructed for the purpose of sheltering a vehicle, trailer, or golf cart may encroach into the residential side yard setback with no setback requirement.

2. Through Lot Regulations. On through lots either separating such lot from a public thoroughfare may be designated as the front lot line. In such cases the minimum rear yard shall be the average of the yards required on lots next adjoining.

3. Fences, Walls in Yards. Fences or walls not exceeding six feet in height may occupy any portion of a side or rear yard. In a residential single-family zone, where any such fence or wall projects beyond the front yard line or setback toward the front property line it shall not be more than six feet in height if it is of wrought iron, or other such material; provided that such material does not obscure the view to the front ~~lawn~~ yard through the fence.

   a. Walls and low silhouette plants such as hedges, and other flora along front yard property lines must be approved by city staff and shall not be more than thirty (30) inches in height.

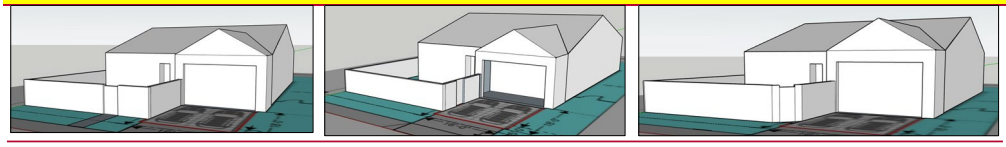
   b. Fences and walls shall not extend beyond the property line.

c. Any front yard wall that obscures view to the front lawn shall be built as a courtyard not be more than six feet in height, built with a pedestrian entrance, include a wall return to the front façade

of the residence and along the side property line, record a front yard landscape maintenance agreement and subject to the following findings:

1. The design of the fence or wall, including architectural style, materials, and colors, is
lling and conforms with pedestrian gate orientations depicted in figure 1.
2. The materials are of good and durable quality.
3. High quality landscaping is proposed in the parkway between curb and front wall.
4. The design will not be detrimental to the health, safety and general welfare of the community in the vicinity of the project site.

Figure 1: Front, Corner and Side-facing courtyard pedestrian entrances.



dc. There shall be no visual obstructions which would interfere with intersection visibility from a corner setback area. In the corner property radius area any fence shall not be more than six feet in height provided it does not cause visual obstruction. In the corner property radius area, visual obstructions are hereby defined as any wall, obstacle mature landscaping or thing allowed, installed, set out or maintained which obscures intersection visibility.

ed. Notwithstanding the above provisions, existing walls and fences shall be permitted to remain unless and until the property owner applies for a building permit to reconstruct, remodel or otherwise perform any construction activity upon the property; at such time any walls or fences shall be brought into compliance with subsections (D)(3)(a) through (c) of this section, as a condition of obtaining such building permit.

fe. In residential districts the use of razor, chain-link, or barbed wire is prohibited. Precision concrete block shall not be used unless exterior surfaces visible from the outside of the property are covered by stucco, paint, or texture coating as approved by the community development director.

gf. Maintenance. All walls and fences shall be continuously maintained in good repair. The property owner shall be provided thirty (30) days after receiving notice from the city to repair a wall or fence. The building official may grant an extension for the repair of the wall or fence.

4. Landscaping.

a. Except where otherwise provided, required yards and setback areas shall be landscaped with lawn, trees, shrubs, or other plant materials and shall be permanently maintained in a neat and orderly manner as a condition to use. Decorative rock may be used for landscaping in a manner incidental and accessory to the required lawn, trees, shrubs, or other plant materials. Fountains, ponds, sculpture, planters, walkways, flagpoles for display of national, state, city or company ensigns only, light standards, and decorative screen-type walls, forty-two (42) inches or less in height, where an integral part of a landscaping scheme comprised primarily of plant materials are permitted. Entrance and exit drives and walks may be provided into parking areas. Said drives shall not exceed thirty (30) feet in width for each curb opening.

b. Where walls are required between nonresidential and residential zones, no landscaping zones, no landscaping shall be required.

c. Additional standards as established in zone-specific standards (Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35) and Chapter 17.19 (Supplemental Standards for Single-Family Residential) also apply.

5. Measurement. The depth of all required yards which abut a street or highway shall be measured from the street or planned highway right-of-way line, as specified in Section 17.66.010 of this title.

E. Distance Between Buildings. Encroachment into required distances between buildings are permitted as specified for encroachments into yards in subsection D of this section.

F. Accessory Structures. The following regulations shall apply to accessory structures in residential zones:

1. Accessory structures detached from the main dwelling, may not occupy a required front yard, side yard, or corner side yard, except as provided herein.

2. An accessory structure may occupy a required rear yard provided it is at least five feet from any interior property line, and a minimum of ten (10) feet from any street property line.

3. An accessory structure may be a maximum of fifteen (15) feet in height and no more than one story in height, or as provided by the specific zone standards.

4. An accessory structure in the rear yard is limited to a maximum size of four hundred (400) square feet or thirty (30) percent of the size of the main dwelling, whichever is greater. Interior partitions are not allowed within accessory structures. Kitchens and full bathrooms are not allowed inside of any accessory structure.

5. Except for side loaded garages, the wall planes or sides of an accessory structure must be a minimum of ~~ten~~ five (5~~10~~) feet from the sides or wall planes of any other structure, measured at right angles from the wall plane or sides of the accessory structure. The corner of an accessory structure may be no closer than five feet from the corner of any other structure, provided the wall planes or sides of both structures comply with the distance requirements specified in this subsection.

6. Accessory structures on a site may not cover more than fifty (50) percent of the required rear yard setback area.

7. Pools and spas may encroach into any required side or rear yard provided they are at least five feet from any property line. Pools and spas may ~~not~~ occupy a required front yard subject to construction of a courtyard with front yard wall of six (6) feet in height and that the pool and spa is at least five feet from any property line.

8. Mechanical and pool equipment may ~~not~~ occupy a required front yard serving a front yard pool or spa and located a minimum setback of three feet from any property line.

9. Mechanical and pool equipment may occupy a required side yard or corner side yard provided a minimum setback of three feet is provided from any property line.

10. Mechanical and pool equipment may occupy a required rear yard provided a minimum setback of twelve (12) inches is provided from any property line and provided a minimum distance of three feet is provided from any other structure.

11. On lots under seven thousand two hundred (7,200) square feet, an attached patio cover may encroach into a required rear yard provided a minimum setback of ten (10) feet is provided. On lots under six thousand five hundred (6,500) square feet, an attached patio cover may encroach into a required side yard or corner side yard provided a minimum setback of five feet is provided.

12. One freestanding arbor or trellis, up to twelve (12) feet in height and open on all sides, may encroach into a required front yard, provided no more than five percent of the required yard area is covered with the arbor or trellis.

13. ~~Driveway Trellis: A trellis intended to serve as a canopy for parked vehicles on a single-family dwelling driveway within the required front yard setback for single-family dwellings constructed prior to year~~ 2000 shall comply with the following:

a. The maximum height of the structure may be up to twelve (12) feet and open on all sides.

b. May not exceed 60% of the total driveway area or 400 square feet in coverage area, whichever is less.

c. Must be setback at least five (5) feet from side property lines, and may not encroach into the public right of way.

consistent with conceptual canopy structure drawings on file with the Planning Director and constructed with materials that are consistent with the primary dwelling, including roofing materials and colors. Prefabricated structures are not permitted.

e. The structure should include features that enhance the visual appeal, such as decorative columns or trim, and must not detract from the neighborhood's character.

f. All structures must comply with local building codes.

g. If the structure falls into disrepair, the property owner must either repair or remove it to maintain neighborhood standards.

h. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.

i. The garage has not been converted into an accessory dwelling unit (ADU) or living space for the primary dwelling unit.

14~~3~~. Carports may be allowed in a required rear yard of any single-family residential site provided they are accessible through an approved driveway that is at least eleven (11) feet clear in width. All vehicles parked in a carport must be architecturally screened from view to the street, and located behind an opaque metal gate at least six feet in height.

15~~4~~. A detached garage or carport must be a minimum of twenty (20) feet from any street property line if front loading. Side-loaded garages may be twelve (12) feet from the street line. Carports must provide a minimum of ten (10) feet from any corner street line.

16~~5~~. An attached carport accessed from the corner street must be at least fifteen (15) feet from the rear property line.

G. Trailers Outside Camps. It shall be unlawful for any person to keep or maintain, or to permit to be placed, kept or maintained, any trailer coach being presently used or being intended for present use for human habitation upon any lot, piece or parcel of land within the city, except in a trailer camp or when all of the following regulations and conditions have been complied with:

1. Such trailer coach shall be kept or maintained at the rear of a private residential building, other than an apartment house or hotel.

2. Such trailer coach shall not be placed closer than ten (10) feet to any building or closer than five feet to any property line other than a public street or alley line.

3. Such trailer coach shall be used only for sleeping quarters, and none of the sanitary and cooking facilities in such trailer coach shall be used.

4. Such trailer coach shall not be kept or maintained for sleeping purposes as permitted herein for more than three successive nights in any successive ninety (90) days. ~~H. Accessory Dwelling Units.~~

1. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22. Notwithstanding any conflicting regulations in this title, the regulations in this subsection shall supersede and be applicable to the new construction of ADUs and JADUs, and the conversion of existing structures for said purpose, in the city's residential and agricultural zones.

2. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:

   a. Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

   b. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

   c. Considered in the application of any local ordinance, policy, or program to limit residential growth.

   d. Required to correct a nonconforming zoning condition, as defined in subsection (3)(g) below.

3. Definitions. As used in this section, terms are defined as follows:

   a. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

      1) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and

      2) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.

   b. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

   c. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

   d. "Efficiency kitchen" means a kitchen that includes each of the following:

      1) A cooking facility with appliances.

      2) A food preparation counter or counters that total a minimum of fifteen (15) square feet in area.

      3) Food storage cabinets that total a minimum of thirty (30) square feet of shelf space.

   e. "Junior accessory dwelling unit" or "JADU" means a residential unit that

      1) is no more than five hundred (500) square feet in size,

      2) is contained entirely within an existing or proposed single-family structure,

      3) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and

      4) includes an efficiency kitchen, as defined in subsection (3)(d) above.

   f. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

   g. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

h. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

i. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

j. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

k. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

4. Approvals. The following approvals apply to ADUs and JADUs under this section:

a. Building-permit Only. If an ADU or JADU complies with each of the general requirements in subsection (c) below, it is allowed with only a building permit in the following scenarios:

1) Converted on Single-family Lot: Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to one hundred fifty (150) additional square feet if the expansion is limited to accommodating ingress and egress.

(ii) Has exterior access that is independent of that for the single-family dwelling.

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

2) Limited Detached on Single-family Lot: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (4)(a)(1) above, if the detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

(iii) The peak height above grade is sixteen (16) feet or less.

3) Converted on Multifamily Lot: Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to twenty-five (25) percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.

4) Limited Detached on Multifamily Lot: No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

b. ADU Permit.

1) Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

2) The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU permit processing fee is determined by the planning director and approved by the city council by resolution.

c. Process and Timing.

1) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

2) The city must act on an application to create an ADU or JADU within sixty (60) days from the date that the city receives a completed application, unless either:

(i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the city may delay acting on the permit application for the JADU until the city acts on the permit application to create the new singlefamily dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

5. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under subsections (4)(a) or (4)(b) above:

a. Zoning.

1) An ADU or JADU subject only to a building permit under subsection (4)(a) above may be created on a lot in a residential or mixed-use zone.

2) An ADU or JADU subject to an ADU permit under subsection (4)(b) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

b. Fire Sprinklers. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

c. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days.

d. No Separate Conveyance. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a singlefamily lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

e. Septic System. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten (10) years.

f. Owner Occupancy.

1) All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.

2) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.

3) All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

4) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owneroccupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

g. Deed Restriction. Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the planning director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

1) The ADU or JADU may not be sold separately from the primary dwelling.

2) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.

3) The deed restriction runs with the land and may be enforced against future property owners.

4) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.

5) The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

6. Specific ADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection (4)(b) above.

a. Maximum Size.

1) The maximum size of a detached or attached ADU subject to this subsection (6) is eight hundred fifty (850) square feet for a studio or one-bedroom unit and one thousand (1,000) square feet for a unit with two bedrooms. No more than two bedrooms are allowed.

2) An attached ADU that is created on a lot with an existing primary dwelling is further limited to fifty (50) percent of the floor area of the existing primary dwelling.

3) Application of other development standards in this subsection (6), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open space requirements may require the ADU to be less than eight hundred (800) square feet.

b. Floor Area Ratio (FAR). No ADU subject to this subsection (6) may cause the total FAR of the lot to exceed forty-five (45) percent, subject to subsection (6)(a)(3).

c. Lot Coverage. No ADU subject to this subsection (6) may cause the total lot coverage of the lot to exceed fifty (50) percent, subject to subsection (6)(a)(3).

d. Minimum Open Space. No ADU subject to this subsection (6) may cause the total percentage of open space of the lot to fall below fifty (50) percent, subject to subsection (6)(a)(3) above. e. Height.

1) A single-story attached or detached ADU may not exceed sixteen (16) feet in height above grade, measured to the peak of the structure.

2) A second story or two-story attached ADU may not exceed the height of the primary dwelling.

3) A detached ADU may not exceed one story.

f. Passageway. No passageway, as defined by subsection (c)(8) above, is required for an ADU. g. Parking.

1) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above.

2) Exceptions. No parking under subsection (6)(g)(1) is required in the following situations:

(i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection (3)(j) above.

(ii) The ADU is located within an architecturally and historically significant historic district.

(iii) The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (4)(a)(1) above.

(iv) When on-street parking permits are required but not offered to the occupant of the ADU.

(v) When there is an established car share vehicle stop located within one block of the ADU.

3) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

h. Architectural Requirements.

1) Exterior building materials and colors of the exterior walls, roof, and windows and doors shall match the appearance and architectural design of those of the primary dwelling.

2) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

3) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

4) The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public right-of-way.

5) The interior horizontal dimensions of an ADU must be at least ten (10) feet wide in every direction, with a minimum interior wall height of seven feet.

6) Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

i. Landscape Requirements.

1) Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

a) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten (10) linear feet of exterior wall.

b) For a ground-level ADU, plant specimens must be at least six feet tall when installed. As an alternative, for a ground level ADU, a solid fence of at least six feet in height may be installed.

c) For a second-story ADU, plant specimens must be at least twelve (12) feet tall when installed.

2) All landscaping must be desert-friendly and water-efficient plantings and irrigation systems.

7. Fees.

a. Impact Fees.

1) No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

2) Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here does not include any connection fee or capacity charge for water or sewer service. b. Utility Fees.

1) Converted ADUs and JADUs on a single-family lot, created under subsection (4)(a)(1) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.

8. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (1) through (7)(b) of this section may be allowed by the city with a conditional use permit, in accordance with Chapter 17.74 of this title.

(Ord. 984 § 1, 2007; prior code § 070.07)

(Ord. No. 1075, §§ 10, 11, 6-10-15; Ord. No. 1150, Exh. A, 12-11-19; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.70 ADMINISTRATION GENERALLY

17.70.010 Public agencies.

There are various agencies and public officers concerned with the administration and implementation of this chapter. Their powers, duties and procedural rules are described more fully in this code and in the policy statements of the respective departments themselves. To lessen the public's need to search all these sources, the following sections relate to the principal statements and functions of those agencies and persons, with respect to this chapter.

(Prior code § 080.01)

17.70.020 City planning commission.

A. Authority—General. The city planning commission shall advise and recommend to the city council, planning director, municipal departments and agencies with respect to city planning and related activities and legislation. On matters of policy, it shall direct and supervise the planning director in the execution of his or her various powers and duties. It shall perform such other functions as are set forth elsewhere in Chapters 2.32 through 2.40 and Chapter 2.48 of this code, or as specified by ordinance. B. The planning commission shall have and exercise the following powers:

1. To review and determine appeals where it is alleged there is error or abuse of discretion in any order, requirement, decision, interpretation or other determination made by the zoning administrator.
2. To review and determine such other appeals as may be delegated to it by ordinance.

C. Authority—Specific. The planning commission has original jurisdiction over the following procedures:

1. Amendment to change the text of the ordinance.
2. Change or establishment of zones.
3. Zone boundary adjustments.
4. Change or establishment of combination districts.
5. Change or establishment of planned street lines and building lines.
6. Uses and structures permitted subject to conditional use permit by the planning commission.
7. Referrals—Land for public use or disposal.
8. General plan approval or amendments to the general plan.
9. Attachment or removal of temporary classifications, (e.g. "T", Tentative Improvement.)
10. Review of plans subject to architectural review, except as provided in Section 17.16.020, 17.16.030, and 17.56.010(J)f regarding director reviews.

D. Reserved.

(Prior code § 080.02)

(Ord. No. 1075, § 12, 6-10-15)

17.70.030 Planning director.

The planning director under the direction of the city manager, shall have the following powers and duties, subject to supervision and direction by the city council and planning commission as to matters of policy:

A. He or she shall prepare the general plan of the city and any extensions and modifications thereto.

B. He or she shall prepare all proposed zoning regulations and requirements, including the necessary districts or zones in connection therewith, and he shall prepare all maps, charts and diagrams which may be necessary or advisable in the making of such zoning regulations.

C. He or she shall make investigations and report on the design and improvements of all proposed divisions of land.

D. He or she shall investigate and make recommendations upon applications for those conditional use permits specified by ordinance for their jurisdiction or any similar administrative determination required by this chapter.

E. Subject to the provisions of this chapter, he or she shall investigate and make a recommendation upon applications for variances from the regulations and requirements of the chapter.

F. He or she shall determine, pursuant to procedures and limitations provided in this chapter, the proper classification of those uses not specifically listed in such ordinance.

G. He or she may adopt such rules as deemed necessary to carry out this Title and which are not in conflict or inconsistent therewith.

H. He or she may determine by interpretation the status and conditions of nonconformities, or may permit minor extensions under site plan approval or under certain conditions and limitations.

I. He or she shall have such additional powers and duties as may be imposed upon him by ordinance, or as may be assigned by the city manager.

(Prior code § 080.03) (Ord.

No. 1087, § 1, 5-25-16)

17.70.040 Reserved.

Editor's note(s)—Ord. No. 1087, § 2, adopted May 25, 2016, repealed former § 17.70.040 in its entirety which pertained to the office of zoning administration and derived from prior code, § 080.04.

17.70.050 General rules for processing applications.

A. Initiation. Applications to initiate consideration of planning and zoning matters may be made by a variety of persons or agencies, such as owners, bona fide lessees, the city planning commission or the city council. The specific types of are listed under the applicable procedures. B. Applications—Form and Content.

1. Applications shall be made on a form prepared by the agency having jurisdiction. Additional verified information may also be required in accordance with provisions of this chapter and rules established by the authorized agency.

2. Applications shall be filed in person at the public counter of the department and must include payment of required filing fees.

C. Applications—Required Plan or Maps.

1. Applications may require inclusion of a zoning and land use map plus a verified list of property owners that are shown upon the records of the county assessor to be within the area of required notification. Specific requirements shall be as shown on the application and the requirements of notification.

2. Sets of plot plans of the property and tentative plans for any proposed building construction or structural changes may also be required. Photographs and other descriptive material are generally recommended.

D. Withdrawal of Application. Any applicant may withdraw an application at any time, provided the withdrawal is in writing and notification of public hearing has not been mailed. Any public hearing for which notification has been given shall be held, after which the withdrawal in writing of the application may be approved. If the withdrawal is accepted, the application shall be deemed null and void. E. Public Hearings.

1. A public hearing is a session to receive original evidence or testimony on applications regulated by this chapter. These, when required, are held by the planning commission or city council, depending on the type of case involved.

2. The planning commission and city council meet in regularly scheduled sessions to discuss and rule on planning and zoning matters. At these public meetings, they may hear original evidence or testimony on applications where permitted or not prohibited by this chapter. In such cases, the meeting is also a public hearing.

3. Public hearings on matters under planning commission jurisdiction are generally conducted by a member of the planning department staff who shall investigate and prepare a report for the commission. The commission may conduct the public hearing if it so elects.

F. Notification of Public Hearing. A public hearing shall require notification of the time, place and purpose of the hearing in one or more of the ways listed below and as noted by reference under the specific procedure. Written notice provided in the ways listed below shall be provided in English and Spanish, or in such other language as may be required by law. Failure to provide written notice in any language other than English shall not affect the validity of any notice provided hereunder.

1. Newspaper. by at least one publication in a newspaper of general circulation in the city not less than ten (10) days prior to the date of the hearing.

2. Written Notice to Applicant and Surrounding Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and owners of all property within a three hundred-foot radius from the subject property. However, in the case of wireless communication facility applications under Chapter 17.86, the radius shall be five hundred (500) feet. Where seventy-five (75) percent or more of the property within the three hundred-foot or five hundred-foot radius is owned by the applicant, or is in public ownership, notification shall include all adjacent property owners.

3. Written Notice to Applicant and Adjacent Property Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and adjacent property owners or other persons on request.

4. Written Notice for Applications Governing Public Facilities. By written notice to the applicant not less than twelve (12) days prior to the date of such hearing. Additional notice to adjacent or surrounding residents is at the option of the agency having jurisdiction.

5. Posting. Posting of notification may be required for building line and planned street line procedures or for other cases at the discretion of the responsible agency. Upon written request of the agency having jurisdiction, an agent of the superintendent of public works shall post notices of public hearings not

less than twelve (12) days before the event. At least three notices, not more than three hundred (300) feet apart, shall be posted in front of each block or part of a block affected by the public hearing.

6. Notification of Subsequent Hearings. Notice of subsequent public hearings may be given at each preceding meeting, but additional written notice is not required.

G. Combined Procedures. The planning commission may hear or consider simultaneously multiple proposals for any matter under its jurisdiction if the procedural questions refer to the same property or to adjoining property under the same ownership.

1. If in such cases, only one notification of public hearing need be given concerning the proposals and all matters may be considered at one public hearing.

2. The property owners to be notified shall be the same ones that would be notified if each procedure was handled separately. Where time limits differ, the longer time periods shall govern.

3. If the planning commission approves either or all of the proposals under consideration, a recommendation or ordinance in conformity therewith shall be presented to the city council for required action or adoption concurrently.

4. The city council may also hear or consider simultaneously multiple proposals for any matter under its jurisdiction, if the procedural questions refer to the same property or to adjoining property under the same ownership. It is subject to rules of notification similar to those of the planning commission, where applicable.

H. Procedure for Conduct and Recordation of Public Hearing. Whenever a public hearing is conducted to receive original evidence or testimony, a written report and summary of the pertinent points presented at the hearing or a written determination, where applicable, shall be prepared by the person conducting the hearing.

1. Oaths. All testimony and statements of fact received at public hearings may be under oath.

(Prior code § 080.20)

(Ord. No. 1026, § 4, 1-12-11; Ord. No. 1176, § 2, 4-28-21)

17.70.060 Recommendations and determinations.

A. Findings. Each recommendation or determination shall be supported by written findings showing specifically how the recommendation or determination meets the criteria and requirements set forth in this chapter.

B. Record and Notice of Determination. The written findings and determination shall be attached to the file. A copy of the determination shall be mailed or delivered to the applicant, and where applicable to the building department. Additional copies may be sent to other interested parties on request.

(Prior code § 080.21)

17.70.070 Failure to act—Definition.

Failure to act by the planning commission within the specified time periods shall include a tie vote, inability to obtain a quorum, inability to obtain three concurring votes, nonperformance, or refusal to take action. (Prior code § 080.22)

17.70.080 Appeals.

A. Procedure—Appeal.

1. An appeal shall stay all proceedings in furtherance of the action appealed from, pending its determination.

2. Before granting an appeal in whole or in part, the appeal body shall make written findings. First, setting forth specifically wherein there was error or abuse of discretion in the original determination; and secondly, making those findings required to support any new or revised determination of the matter. A determination on appeal shall be a de novo hearing based upon the evidence and testimony introduced at any previous hearing or hearings and the subsequent record, findings and recommendations or determinations.

3. If the appeal body fails to render a decision, the prior decision made at the lower level shall be the final decision.

B. Time Limit—Applicant's Filing of Appeal. Any valid appeal shall be filed by the applicant within fifteen (15) days after the date on which ~~notice of the determination was mailed~~ the decision being appealed was rendered, except that when the final day for filing an appeal falls on a Saturday, Sunday or legal holiday, the time for filing such appeal shall be extended to the close of business on the next succeeding working day. ~~Mailing of notice shall be as expeditious as practicable.~~

C. "Call-Up Appeal Procedure. Not later than fifteen (15) days after the date on which ~~notice of the determination was mailed~~the decision being appealed was rendered, the City Council or Planning Commission may "call-up" an action and decide to hear it on appeal, if it is the next direct level of appeal for a particular matter. "Calling-up" an action for appeal shall not require an application from the applicant, but shall require the written direction of at least two members of the city council or planning commission, whichever is applicable. Upon receipt of such written direction, staff shall process the appeal in the same way as an applicant-filed appeal.

(Prior code § 080.23)

(Ord. No. 1087, § 3, 5-25-16)

17.70.090 Calculation of time limit periods.

For the purpose of determining time limits applicable to procedures for appeal or transfers of jurisdiction, the last day of the prescribed period for filing the appeal or request shall be considered to be the first day of the proceedings.

(Prior code § 080.24)

17.70.100 Conformance to general plan.

A. All matters governed by this chapter shall substantially conform to the purposes, intent or provisions of the general plan. If any action of the planning commission or city council does not conform to the general plan, the recommendations and findings of the commission or council must contain valid reasons based upon sound planning and zoning principles and practices, for not conforming therewith.

B. Proposed zone changes have considerable potential influence on the effectuation of the general plan. Any recommendations for such changes if found to be not in conformance with the general plan and its phasing,

should not be permitted unless it is also found in writing wherein the general plan is in error or in need of change.

C. Long-Term Zone Districts—Conservation. To ensure the effectuation of the general plan, the city council may designate by ordinance, following recommendations by the planning commission, specific areas of the city where changes of zone from one classification to another classification of greater intensity shall not be permitted for a period of at least twenty (20) years. Such districts shall be subject to review at the call of the city council, every five years.

(Prior code § 080.25)

17.70.110 Zoning of annexed or unzoned areas.

A. All land or territory annexed to the city after the effective date of the ordinance codified in this chapter shall be immediately classified in the RA-ET zone unless the city council specifically determines otherwise by ordinance. The council may establish specific zoning by ordinance for land or territory to be annexed. Such an ordinance may be adopted concurrently with the annexation. Unless such specific zoning is established by ordinance, the zoning map shall be amended so as to indicate what land or territory is annexed as RA-ET, without additional proceedings.

B. Any land or territory in the city which is not indicated on the zoning map as being in any zone, shall be construed as being classified in the same zone as that existing on the side of the street opposite said land or territory, and the zoning map is amended to indicate said zone without additional procedure.

C. Where uncertainty exists as to the zone indicated on the map, such zone shall be determined by the planning commission by written decision.

(Prior code § 080.26)

17.70.120 Minor modifications.

A. Notwithstanding any provision of this Chapter 17.70 or Chapter 17.76 to the contrary, when the strict application of the zoning code results in practical difficulties or unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone, where there are unique circumstances applicable to the site that merit some relief from zoning development standards and the deviation does not create an adverse impact on the surrounding neighborhood, and when it is in the public interest, the planning director may consider and render decisions on minor modifications in the provisions of this title, limited to the items listed below. No publishing, posting or mailing of notice is required, nor is a public hearing required.A minor modification permit is to provide for minor deviations from specific development standards of any zoning district.

B. Applicability. A minor modification permit may be approved by the planning director for deviations from a numerical development standards of any zoning district of up to ten percent (10%), except deviations from residential front yard hardscape coverage standards. Up to four (4) modifications per parcel shall be allowed and any minor modification decisions shall be reported to the Planning Commission and are subject to callup appeal procedure.

1. Reduction of minimum lot area and/or lot dimensions, by not more than twelve (12) percent for up to twenty (20) percent of the lots in a subdivision. However, such modifications are not permitted for lot

~~area in the R-O 6000 zone, and the dwelling unit on such a lot shall meet all setback and coverage requirements.~~

~~2. Reduction in front, side or rear yard setback by not greater than ten percent of code-required minimum.~~

~~3. Increase in fence height not greater than ten percent above code-required maximum.~~

~~4. Reduction in required off-street parking, by not greater than five percent of code-required minimum.~~

~~5. Increase in building height not greater than five percent above code-required maximum.~~

~~6. Modification of allowable sign area not greater than ten percent above Code-required maximum.~~

~~7. Modification of allowable paving and hardscape in the front yard of residential zones not greater than ten percent above code-required maximum.~~

~~8. Modification of allowable size of accessory structure not greater than ten percent above code-required maximum, and minimum distance between accessory structures and other buildings not greater than ten percent of code-required minimum, in the residential zones.~~

C. Approving authority. Minor modifications shall be administratively reviewed by the planning director unless combined with another application which requires approval by the planning commission or city council. ~~The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the applicant by first class mail.~~ The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.

D. Required Findings. The following findings shall be made by the decision-making authority prior to approval of a minor modification permit:

~~1.~~ The proposed project will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan.

~~2.~~ The proposed project complies with the zoning regulations.

~~3.~~ Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.

~~4.~~ Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.

~~5.~~ The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.

E. Appeals. Appeals to decision of minor modifications shall be reviewed pursuant to Section 17.70.080.

~~The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the~~

~~applicant by first class mail. The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.~~

(Prior code § 080.65)

(Ord. No. 1087, § 4, 5-25-16)

17.70.130 Applicant Requests to Change Approved Applications.

Projects shall be developed in conformity with project approvals. If the applicant wishes to modify the project, as approved, the applicant shall submit revised plans and any other applicable information to the City for review by the Planning Director. The Director shall make one of the following determinations regarding the request:

~~1.~~ Minor Modifications. If the Director determines that the modifications are minor the modification may be approved administratively.

~~2.~~ Significant Modifications. If the Director determined that the modification is significant to warrant discretionary review then the modifications shall be referred to the final decision-making authority for the original project. Changes to original project conditions of approval added or modified by the decisionmaking authority during the original project approval shall be considered significant modifications and require discretionary review by the final decision-making authority.

Chapter 17.72 ARCHITECTURAL REVIEW

17.72.010 Architectural review.

A. Intent and Purpose. To provide flexibility in the placement and interrelationship of structures and uses subject to architectural review; to provide for the implementation of sound site plan design concepts while maintaining the overall intensity of land use and density of population; to review the site plan of those uses which are not intrinsically objectionable to the predominant use category of the district, but which have inherent characteristics which, if not properly handled, have potentials for becoming detrimental to the health, safety, or general welfare of the public, or to neighboring land uses; to determine whether or not a proposed development will properly comply with the architectural guidelines of the city and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent; to improve the quality of development and to provide a mechanism whereby the city can insure well-designed development.

B. Submission of Site Plan. Any use, development of land, structure, building or modification of standards requiring the submission of a site plan for architectural review shall not be established, modified or otherwise altered. No certificate of occupancy shall be issued until all of the requirements of this section have been met. Continued conformance with such a plan and such requirements shall be a condition of any certificate of occupancy.

C. Required Plans or Documents.

1. A site plan for any use, development of land, structure, building or modification of standards that involves architectural review.

2. Such other forms or documents as are necessary to determine compliance with the provisions of this chapter or any conditions that the planning director or planning commission may impose in granting an approval of the requested use, development or modification. D. Application Forms.

1. The planning director shall prescribe the form for applications and site plans, and the information to be included in the required site plan for architectural review.

E. Required Information. Applications involving architectural review shall contain site plans as set forth in Section 17.62.010.

1. Projects Subject to Pre-Application Review. All projects subject to pre-application review, pursuant to Section 17.77.020, shall complete the pre-application review process prior to submitting a formal development application. A copy of the pre-application review written report shall be submitted along with the application for architectural review.

F. Approving Authority and Basis for Approval of Architectural Review.

1. The director shall be the decision-making authority for the following projects:

a. ~~For Architectural Review involving (i) Not more than three~~New single family residences not exceeding three total units.~~pursuant to Section 17.16.030(C) and new one-family and two-family dwelling units pursuant to Section 17.18.030F1 (ii)~~

b. F~~f~~ive hundred (500) square feet of new multifamily residential square footage or less ~~or (iii)~~

c. New ~~two thousand (2,000) square feet of new~~ commercial/industrial projects of no more than two thousand (2,000) square feet.~~ootage or less, the planning director shall be the reviewing and approval authority. For all other architectural review, the planning commission shall be the approving authority.~~

d. New building construction, remodels, and landscape plans within an approved specific plan with architectural design standards.

2. The planning commission shall be the approving authority for all other architectural review.

~~3~~2. Development to comply with provisions of this chapter. Every use, development of land and application of development standards shall take place in compliance with all applicable provisions of this chapter.

~~4~~3. Compatibility with neighboring property. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, insure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan.

G. *Reserved.*

H. Action Upon Site Plans. The planning director or planning commission, whichever is applicable, acting upon any site plans offered for review as provided in this chapter, shall either:

1. Approve; or,

2. Approve with modification and conditions; or,

3. Disapprove the proposed site plan, development or modification as requested in the application.

I. Findings. Each determination granting architectural review approval shall be supported by written findings of fact showing how the determination meets the following criteria and requirements:

1. The proposed project is consistent with the General Plan;

2. The proposed project complies with zoning regulations;

3. The proposed project is consistent with the City's Design Guidelines;

4. The proposed development will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity; and

5. The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.~~I~~J. Notice of Action on a Site Plan.

1. Notification to the Applicant. The planning director shall notify the applicant by mail of the action taken on the application.

2. Appeal. In the event the applicant does not agree with the action taken on a site plan by the planning director or planning commission, he may appeal such decision (to the planning commission if a decision of the planning director, and to the city council if a decision of the planning commission). Such appeal shall be filed within fifteen (15) days after the date on which the determination was mailed. The decision of the city council shall be final.

K~~J~~. Expiration of Architectural Approval.

1. Architectural approval shall expire two (2) years from approval unless the applicant has: obtained a building permit; paid all applicable fees; commenced construction; and is diligently pursuing completion. A cessation of construction for a period of more than thirty (30) consecutive days shall be presumed to be nondiligent.

2. The architectural review approval that has been granted, but not been exercised within two years, may be renewed for three one-year time extensions only if an application stating reasons for renewal is filed with the planning director at least ten (10) days prior to one two years after the effective date of the architectural review approval. The original approving authority for the architectural review (planning director or planning commission) shall render a decision regarding an extension. In the event that the planning director or planning commission acts to grant a time extension for the architectural approval, the planning director or planning commission may impose any reasonable conditions on the architectural approval as a condition of its renewal. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning director or planning commission shall deny the time extension request.

3. The criteria for granting a two year extension are:

    a. No significant change has occurred in the surrounding neighborhood;

    b. The project conforms to existing and any new building and zone requirements;

    c. A request for the extension is properly filed with the planning director ten (10) days or more prior to expiration; and

    d. The applicant states upon affidavit the reasons requiring an extension and such other criteria as the planning department shall set forth in the application.

4. The planning director or planning commission shall grant the extension if good cause is set forth in the application.

(Ord. 1004-(2) § 3, 2008; prior code § 080.10)

(Ord. No. 1195, § 14, 7-27-22)

Chapter 17.76 VARIANCES

17.76.010 Variances.

A. Intent and Purpose. To prevent or to lessen practical difficulties and unnecessary physical hardships; to remedy disparity of privilege, nor to permit a use substantially inconsistent with the limitation upon other properties in the same zone and vicinity, nor to grant relief from self-imposed hardships.

B. Definition—Variances. "Variances" are adjustments in the application of this chapter to avoid practical difficulties and unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone. A practical difficulty or unnecessary physical hardship may result from the size, shape or dimensions of a site, or because of the location of existing structures on the site, or from setbacks or building lines, or from geographic, topographic or other physical conditions on the site or in the immediate vicinity.

C. Authority of the Director. Subject to the provisions of this chapter, the planning director shall investigate and either make a recommendation or render a decision supported by findings on applications for variances as follows:

1. Major Variances from Development Standards. The planning director may recommend to the planning commission variances from the following development standards: fences and walls, site area, width, frontage, depth, coverage, floor area ratio, yards, height of structures, distance between structures and off-street parking and loading facilities, signs and enclosures or screening.

2. Variances from industrial performance standards not permitted.

3. Minor ~~Variances/~~Modifications from Land Use Standards. The planning director may grant minor ~~variances/~~modifications from certain land use standards pursuant to Section 17.70.120 of this title.

4. Use Variances. A variance which could essentially permit a change to a use not permitted by the district regulations controlling the applicant's property shall not be permitted. D. Initiation. Owners or bona fide lessees of the affected property.

E. Public Hearing—Notification. Public hearings for major variances (those not subject to Subsection (C)(3)) are required. Notification shall be given in accordance with Section 17.70.050(F).

(Prior code § 080.60)

(Ord. No. 1087, § 7, 5-25-16)

17.76.020 Determinations.

A. Types of Determinations. The planning commission shall consider the reports, recommendations, and any evidence presented, and its determination may take the following forms:

1. Approval of the application as filed or amended.

2. Modification of the Application. Determination may include granting of a change other than that requested, but any such change must be of equal or lesser intensity than that originally requested.

3. Disapproval of the application.

4. Action postponed. (Time extension agreed to if necessary.)

5. Failure to act.

B. Findings. Each determination granting a variance shall be supported by written findings of fact showing specifically how the determination meets the following criteria and requirements:

1. That the strict application of the provisions of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter;

2. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity;

3. That such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the. same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question;

4. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located, and;

5. That the granting of the variance will not adversely effect any element of the general plan.

C. Conditions. In granting the permissible variance, the commission may attach such additional conditions and safeguards as are deemed necessary to protect the surrounding area including, but not limited to the following:

1. Requirement of yards greater than the minimum required by this chapter.

2. Requirement of screening of parking, recreation or storage areas or other portions of the subject property from adjoining premises or from any street by walls, fences, plantings or other devices.

3. Modification of the exterior features or appearance of any structure where necessary to preserve property values.

4. Limitation of size and extent of facilities, machine capacity, number of employees or occupants, and method or times of operation.

5. Regulation of number, design and location of access drives or other traffic features.

6. Requirement of off-street parking or other special features beyond the minimum required by this chapter or applicable codes or regulations.

7. Utilities.

8. Control of location, number, color, size, height, lighting and landscaping of signs and structures as related to traffic hazards and appearance in harmony with surrounding development and community.

9. Maintenance of the grounds, landscaping and irrigation system.

10. Regulation of noise, vibration, odors and other similar performance standards.

11. A time period within which the proposed variance shall be utilized plus any specified period for the life of the variance.

12. A bond or deposit of money for completion of street improvements and other facilities or to guarantee the change or removal of any designated use or structure within a specified period of time, to assure faithful performance on the part of the applicant.

13. Regulation of fences and/or walls shall pertain to the height thereof, materials used and visibility through and around said fence and walls.

D. Time Limits—Determination. The commission shall make determination within sixty (60) days of the filing date or such longer period up to an additional sixty (60) days as may be mutually agreed upon in writing between the commission and the applicant. E. Effective Date—No Appeal Filed.

1. If no appeal is filed, the determination of the commission shall become effective upon the close of the appeal filing period (fifteen (15) days).

2. If an appeal is filed, see Section 17.70.070.

3. If the commission fails to act on the matter, see Section 17.70.070.

(Prior code § 080.61)

17.76.030 Transfer of jurisdiction.

A. Commission Fails to Act. If the commission fails to act within the sixty-day prescribed time period or after any authorized extension period, the applicant may file a request for transfer of jurisdiction. The request shall be filed by mail, or at the public counter of the department within ten (10) days from the expiration of the authorized time period. The commission shall forward the application, with the file and any relevant information to the council for determination of the original application. If the applicant fails to file a request for transfer of jurisdiction, the original application shall be deemed denied and is not subject to appeal.

B. Procedure—Transfer of Jurisdiction. When a matter is transferred the council shall be governed by the same procedural and time requirements as apply to an original proceeding. When the council assumes jurisdiction, the commission shall lose jurisdiction in the matter. The director shall make such investigations and furnish such reports as the council may request. However, the matter may be remanded by the council in which case the commission shall regain jurisdiction. If the file is remanded, the time period shall not exceed that allowed to the council on transfer. If after a remand and expiration of the time specified, the commission still fails to act, the original application shall be deemed denied and is not subject to appeal.

C. Council Fails to Act. If the council fails to act on a variance application transferred to it, the original application shall be deemed denied and no appeal may be taken. D. Effective Date—Transfer of Jurisdiction.

1. If the case was determined by the commission on remand and there was no appeal, decision is effective on the expiration of the appeal filing period (fifteen (15) days).

2. If the case was determined by the council, its decision is final ~~on the date of mailing of its determination and findings~~the date the decision was rendered ~~to the applicant~~.

(Prior code § 080.62)

17.76.040 Appeals to the council.

A. Appellants. An appeal may be filed by the applicant, by any person aggrieved, or by any officer, board, department or bureau of the city.

B. Procedure—Appeal.

1. When an appeal is filed, the commission shall transmit its record of the matter to the council.

2. If the original applicant or the appellant wishes to offer into the proceedings any new evidence or testimony, a written summary stating why such evidence or testimony could not have been presented during the original consideration shall be filed. If the council determines that such evidence could not reasonably have been presented earlier and is of such nature as might reasonably have led to a different determination, the matter shall be remanded to the commission. The commission shall reopen the matter and make a determination before expiration of the time period allotted to the council.

3. If the planning commission fails to act on remand after appeal, the matter is deemed denied and is not subject to further appeal.

C. Time Limit—Council Action. The council shall act on appeals concerning variances within sixty (60) days or within such extended period of time up to an additional sixty (60) days, as may be mutually agreed upon by the applicant or the appellant and the council.

D. Council Failure to Act on Appeal. If the council fails to act on an appeal concerning variances within the time limit specified, the action of the planning commission on the matter shall be final. E. Effective Date—Appeal.

1. A determination by the council on appeals concerning variances shall become effective on the date ~~of mailing of the council's determination~~the decision was rendered.

2. A determination by the commission on remand is not subject to appeal and shall become effective on the date ~~of mailing of the determination~~the decision was rendered.

(Prior code § 080.63)

17.76.050 Post-determination procedures.

A. Expiration of Variance.

1. A variance shall expire and shall become void one year following the date on which the variance became effective, unless prior to the expiration of one year, a building permit is filed and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.

2. A variance that has not been exercised may be renewed for an additional period of one year if an application stating reasons for renewal is made prior to one year after the effective date of the variance.

B. Revocation of Variance. A variance that has been exercised may be revoked by the commission if one or more conditions are not complied with. An appeal from the commission's decision to revoke a variance may be taken to the council, subject to provisions of Section 17.76.030. The council's decision is final.

C. Permits—Building Department. Upon the effective date of any variance authorization and subject to all conditions thereof, the building department may issue permits. D. Variances Granted Prior to Effective Date.

1. All use variances granted and exercised prior to the effective date of this chapter, plus subsequent amendments, may be continued provided no new structure is erected, no existing structure is enlarged and no existing use is extended.

2. If any use variance granted prior to the effective date of this chapter has never been exercised or if once exercised and the use or development authorized has been discontinued or removed from the premises for a period of at least six months, such variance shall no longer be of any force and effect, and, the respective ordinance granting such variance is repealed.

E. Change of Conditions and Minor Extensions. A subsequent change in the conditions of a variance which has been granted by the commission may be authorized by the planning director without a hearing, provided the change does not increase the density, nor decrease the number of parking stalls, nor substantially alter the intensity of operation beyond what was originally approved by the commission.

F. Reapplication—Variance. At least one year shall have elapsed since the effective date of disapproval of the application or revocation of variance before filing a new application seeking substantially the same variance for any of the same property.

(Prior code § 080.64)

(Ord. No. 1087, § 8, 5-25-16)

Chapter 17.77 PRE-APPLICATION REVIEW

17.77.010 Intent and purpose.

The purpose of a pre-application review includes the following:

A. To achieve better projects through early consultation between city staff and project proponents;

B. To notify the city's executive staff of major projects that have significant impacts on the community;

C. To coordinate reviews of projects among city staff, city departments, and outside agencies;

D. To familiarize project proponents with the regulations and procedures that apply to the project;

E. To provide project proponents with an early indication of whether a proposed development will be recommended for approval by staff;

F. To avoid significant investment in the design of a project without preliminary directions from city staff; and to identify issues that may arise during review of the projects (e.g., conformance with applicable design guidelines, conformance with goals, policies, and objectives of the general plan, environmental requirements and possible recommended mitigation measures, possible recommended conditions of approval, and requirements for public improvements).

(Ord. 1004-(2) § 4 (part), 2008)

17.77.020 Applicability.

A. Pre-application review shall be required for projects subject to one or more of the following approvals:

1. Projects involving a specific plan adoption, specific plan amendment, or planned development overlay;

2. Projects involving a general plan amendment, or change of zone;

3. ~~Projects involving new construction of more than five thousand (5,000) square feet of commercial or institutional building area if not within the boundaries of an adopted specific plan;~~

4. ~~Projects involving four or more dwelling units;~~

5. New construction of more than five hundred (500) square feet of building area within the boundaries of the Pueblo Viejo Master Plan;

6. New construction located within the boundaries of an adopted specific plan, if the review is required by the director;

7. Projects involving service stations, auto repair facilities, car washes, drive-thru businesses, auto dismantling, salvage yards, and outdoor storage uses;

8. New construction of more than ten thousand (10,000) square feet of industrial building area;

9. Land uses involving a conditional use permit in the industrial zones;

10. Street vacations;

11. Water reservoirs and wastewater treatment plants;

12. Subdivisions of land involving five or more lots.

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B. Optional Review. A project proponent may voluntarily submit a request for a pre-application review for any project involving a discretionary land use entitlement, change of zone request, or a tentative map.

C. Director-Required Review. The director reserves the right to require pre-application review for any project involving multiple-agency coordination and discretionary land use entitlements, where the proposed land uses have the potential to cause adverse impacts upon surrounding property owners. The director shall issue findings in writing requiring pre-application review, pursuant to this subsection.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.030 Procedure.

A. Procedure. Once the director determines that a request for pre-application review is complete, the director or designee shall process the request in the following manner.

1. Submittal Requirements. All requests for pre-application review shall be accompanied by a form to be provided by the community development department, twelve (12) copies of a site plan as specified in Chapter 17.62 of this title, and the required processing fee. Additional graphic materials may be requested by the director as part of the initial review of the pre-application submittal.

2. Notice. The director or designee shall send a written notice, with a project description and copy of site plan, to all affected city departments, outside agencies and special districts, informing of the time and place of the scheduled pre-application review.

3. Meeting. The pre-application review shall be conducted at a meeting in which the applicant for a project is invited and city departments and outside agencies are in attendance.

4. Scheduling. The director shall set the time and place of the pre-application review meeting, to be conducted within three weeks of receipt of a complete application.

5. Responsible Staff. The city manager, or designee, shall determine which city departments and outside agencies shall participate in the pre-application meeting. The director shall designate the staff person(s) responsible for scheduling and conducting the pre-application meeting.

6. Written Report. A written report from the director outlining the results of the pre-application review shall be provided to the applicant within thirty (30) days of the meeting. The written report shall be distributed to the city manager and executive staff, and shall be attached to the formal development application.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.040 Pre-application review meeting.

A. Case Manager. The city manager shall appoint a case manager for the project, which shall be the primary liaison responsible for overseeing the project through the city's review and approval process. The case manager may be from the planning staff, economic development staff, public works staff, or redevelopment/housing staff, depending on the major entitlements needed and/or areas of expertise required for processing of the project.

B. Coordination. The staff person assigned to conduct the meeting shall provide an overview of procedures, introduce the case manager assigned to the project, engage the applicant and agencies in discussion, and conclude the meeting. At the initiation of the meeting, the applicant shall present a brief overview of the development proposal. All staff and agencies shall be prepared to discuss the proposal in detail and identify any major issues that may arise if the proposal is processed.

C. Duration. The meeting shall be limited to one hour in duration. If additional time is required, this can be arranged at an additional cost to the applicant. If, at the end of the session, the status of certain issues remains unresolved, staff shall identify those issues and/or include any additional recommendations or study requests specified in the written report.

D. Disclaimer. Neither the pre-application meeting, the written report, nor information or pertinent policies provided by the city departments shall be construed as a city recommendation for approval or disapproval of the application/project.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.050 Contents of written report.

A. Report Contents. The written report required under Section 17.77.030(A)(6) shall contain a letter from the director and copies of all staff and agency comments on the development proposal that were received as part of the pre-application review. Although the contents of the written report will depend on the type of proposal, its proposed location, the background information provided by the applicant, and other factors, the report shall generally provide the applicant with the following types of information:

1. Any applications which must be filed to process the proposal as well as any timing requirements associated with filing such applications. Applications which may be required include but are not limited to the following: general plan amendments, specific plans, changes of zone, and tentative maps.

2. Any special studies which must be filed to process the proposal as well as any timing requirements associated with filing such special studies. Special studies which may be required include but are not limited to the following: fiscal impact, private debt burden, biological, archeological, paleontological, geological, flood, traffic, air quality study and noise studies.

3. Any special plans which must be filed to process the proposal. Special plans which may be required include but are not limited to the following: conceptual grading plans, parks improvement plans, construction staging plans, dust control plans, and streetscape elevation renderings.

4. Current fees including but not limited to the following: application fees, mitigation fees (e.g., signal mitigation fees or area drainage fees), and special district fees administered by the city (e.g., MSHCP fees, TUMF fees).

5. Any major environmental issues associated with the proposal, including the possible need for an EIR subject to the anticipated environmental assessment.

6. Any major design considerations associated with the proposal (e.g., grading and drainage design, ingress/egress designs, limitations on density, requirements for public parks).

7. The availability of water, sewer, and fire flow rate.

8. The concerns remaining for the proposal, if any.

9. The changes that staff will require before making an approval recommendation, or a statement that an approval recommendation will not be made given the proposal's present configuration.

10. Findings required for the necessary permit or approval.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.060 Validity of agency comments.

A. Agency Comments. No issues other than those identified in the written report shall be raised by staff during processing of the development proposal unless there are changed circumstances or new information identified during the processing of entitlement applications. The written report shall be valid for two years from the date thereof, unless a shorter period is specified in the written report.

B. Changed Circumstances. Notwithstanding the provisions of this section, where the director, department head, or agency representative subsequently determine that conditions have changed or that the existing information does not fully address all significant concerns, staff may require an additional study or studies not specified in the pre-application written report. Similarly, city and special district policies may change during the report's two year life, and policy recommendations, which were valid when the written report was issued, may or may not be valid when the development proposal is filed and processed. In such cases, the development application will be subject to City and special district policies in effect at the time of filing or hearing, whichever is appropriate. State and federal policies and laws unknown or not effective at the time of pre- application review may also affect the subsequent application.

C. Amended Recommendations. Notwithstanding the provisions of this section, the written report shall not in any manner whatsoever bind any city hearing body and shall not preclude such hearing body from requiring additional information or studies or from making additional recommendations in the course of the decision making process. (Ord. 1004-(2) § 4 (part), 2008)

17.77.070 Revisions.

A. Revisions. The pre-application written report shall apply to the development proposal described in the request for pre-application and discussed at the pre-application review meeting. Substantial revisions to the proposal after issuance of the written report which do not conform to the agency comments shall invalidate the written report.

B. New Project. To process a substantially revised proposal, a new request for pre-application review and new fee will be required of the applicant. For purposes of this section, the director shall determine whether or not revisions made are substantial and constitute a new project.

(Ord. 1004-(2) § 4 (part), 2008)

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide direction and approve appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

STAFF RECOMMENDATION:

Provide direction and approve appointments to fill vacancies the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

BACKGROUND:

The term has expired for various seated commissioners (highlighted below). The city advertised and accepted applications for these vacancies from December – January 7, 2025. The expired/vacant positions are highlighted below from the Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

COACHELLA PLANNING COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Diana Ramirez	Councilmember Delgado	March 8, 2023	November 2024
Jason Hernandez	Mayor Pro-Tem Galarza	March 8, 2023	November 2024
Yurema Arvizu	Councilmember Figueroa	March 8, 2023	November 2026
Isela Murillo	Councilmember Virgen	March 8, 2023	November 2026
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Oscar Fonsesca *(Alternate)*	Mayor Hernandez	March 8, 2023	November 2026

COACHELLA PARKS AND RECREATION COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Rosalio Avila (Chair)	Councilmember Galarza	April 26, 2023	November 2024
Robert Antonio Caballero	Councilmember Delgado	April 26, 2023	November 2024
Andrew Gallegos	Mayor Hernandez	April 26, 2023	November 2026
Marcos Granados Jr.(Vice C)	Mayor Pro Tem Virgen	April 26, 2023	November 2026
Karen Hernandez	Councilmember Dr. Figueroa	April 26, 2023	November 2026
J. Carlos Ayala	*Alternate (Mayor Hernandez)*	April 26, 2023	November 2026

CULTURE AND ARTS COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Armando Lerma	Mayor Hernandez	July 26, 2023	November 2024
Clara Nieblas	Mayor Pro Tem Virgen	July 26, 2023	November 2026
Irene N. Rodriguez	Councilmember Delgado	July 26, 2023	November 2024
Juan Ponce Ramos	Councilmember Dr. Figueroa	July 26, 2023	November 2026
Oralia “Yaya” Ortiz	Councilmember Galarza	July 26, 2023	November 2024
Javier Figueroa (Alt.)	Mayor Hernandez	July 26, 2023	November 2024

DISCUSSION/ANALYSIS:

Per the City’s Municipal Code Section 2.26.020 Commission Member Appointment process is as follows: “. . . each council member may nominate an individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council, at open session of a regular or special city council meeting. “ Next steps and options include:

1) vote to elect from the applicants currently on file (attached hereto)
2) choose to establish a new application period to invite additional applicants to apply for the vacant Commissioner and Alternate Commissioner positions and/or
3) provide alternate direction.

Candidates Applications Received Per Commission

Planning Commission *(3 vacancies)*

- Ruben Gonzalez
- Jesus Nunez (Planning/Parks)
- Elizabeth Aguilar
- Diana Ramirez
- Stephanie Ambriz
- Robert Caballero
- Oscar Fonseca
- Jason P. Hernandez
- Eva Lara
- Rosalio Avila (Planning/Parks)

Parks and Recreation Commission *(3 vacancies)*

- Rosalio Avila
- Jesus Nunez

Culture and Arts Commission *(4 vacancies)*

- Armando Lerma
- Irene Rodriguez
- Javier Figueroa
- Oralia Ortiz

FISCAL IMPACT:

None.

Attachments: Applications received (16)

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

SUBJECT: Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

STAFF RECOMMENDATION:

Appoint the members of Council to the various intergovernmental organizations, associations and City subcommittees.

BACKGROUND:

The City Council Members represent the City on various intergovernmental agencies and associations that consider policy and legislation, which directly impacts the City. In addition, Council Members serve on City subcommittees (ad hoc and standing) and as liaisons to several entities. In compliance with the requirements of the Maddy Act, Government Code 54972, the attached local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

Also, attached is a completed Fair Political Practices Commission (FPPC) form 806, which has been posted to the City's website. This form is required pursuant to FPPC Regulation 18705.5. Each agency must post on its website Form 806, which lists all the paid appointed positions to which an official will vote to appoint themselves. This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional income of $250 or more in a 12-month period.

The Mayor will be identifying Council appointments to these Committees.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

Attachments: Appointments List
FPPC Form 806

CITY OF COACHELLA

ELECTED/APPOINTED OFFICIALS, BOARDS, COMMITTEES AND COMMISSIONS
LOCAL APPOINTMENTS LIST

CALENDAR YEAR 2025 DRAFT

ELECTED OFFICIALS

City Council Meetings are held on the second and fourth Wednesday of each month in the Council Chamber of City Hall, beginning at 6:00 p.m.

ELECTED OFFICIALS		TERM EXPIRES
Mayor	Steven Hernandez	November 2026
Mayor Pro Tem	Denise Delgado	November 2028
Councilmember	Stephanie Virgen	November 2026
Councilmember	Dr. Frank Figueroa	November 2026
Councilmember	Yadira Perez	November 2028
City Clerk	Angela M. Zepeda	November 2028
City Treasurer	Mayra Perez	November 2028

APPOINTED OFFICIALS

Interim City Manager	Bill Pattison
City Attorney	Ryan Guiboa

In compliance with the requirements of the Maddy Act, Government Code 54972, the following local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

COACHELLA PLANNING COMMISSION – *(Meets on the first and third Wednesday of each month at 6:00 p.m. at the Coachella Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

The City Planning Commission shall consist of five regular members and one alternate member. 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.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Diana Ramirez	Councilmember Delgado	March 8, 2023	November 2024
Jason Hernandez	Mayor Pro-Tem Galarza	March 8, 2023	November 2024
Yurema Arvizu	Councilmember Figueroa	March 8, 2023	November 2026
Isela Murillo	Councilmember Virgen	March 8, 2023	November 2026
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Oscar Fonsesca *(Alternate)*	Mayor Hernandez	March 8, 2023	November 2026

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY (HEALTH AND SAFETY CODE SECTION 34179-34181): – *(Meetings held as needed.)*

The Oversight Board was created pursuant to California State law that dissolved the Coachella Redevelopment Agency, along with all 400 redevelopment agencies in California, on February 1, 2012. That law, known as AB X1 26, required the City of Coachella, as the successor agency to the Coachella Redevelopment Agency, to create a new Oversight Board to oversee certain fiscal management of former Agency funds and assets.

Oversight Boards direct the staff of the Successor Agency, have fiduciary responsibilities to holders of enforceable obligations, approves actions of the Successor Agency and establishes the Recognized Payment Obligation Payment Schedule. It takes a majority of the Oversight Board to constitute a quorum and to vote to take action.

The California Redevelopment Dissolution Laws mandated the dissolution of the 25 existing Oversight Boards within the County of Riverside and the creation of a single Consolidated Oversight Board overseeing all 25 successor agencies within the County commencing on **July 1, 2018.**

QUALIFICATIONS	APPOINTEE	ORIGINAL APPOINTMENT	TERM EXPIRES
Authority to represent the Successor Agency before the Countywide Oversight Board, the Riverside County Auditor-Controller, the State Controller, the California Department of Finance, or any other public body with regards to the Successor Agency business with the Countywide Oversight Board.	Gabriel Martin City Manager	December 8, 2021	Open

COACHELLA PARKS AND RECREATION COMMISSION – *(Meets on the third Tuesday of each month at 4:30 p.m. in the upstairs conference room at the Coachella Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

The Coachella Parks and Recreation Commission shall consist of five regular members and one alternate member. 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.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Rosalio Avila (Chair)	Councilmember Galarza	April 26, 2023	November 2024
Robert Antonio Caballero	Councilmember Delgado	April 26, 2023	November 2024
Andrew Gallegos	Mayor Hernandez	April 26, 2023	November 2026
Marcos Granados Jr.(Vice C)	Mayor Pro Tem Virgen	April 26, 2023	November 2026
Karen Hernandez *(Vacant)*	Councilmember Dr. Figueroa	April 26, 2023	November 2026
J. Carlos Ayala	*Alternate (Mayor Hernandez)*	April 26, 2023	November 2026

City of Coachella
Committee Membership – 2024

CULTURE AND ARTS COMMISSION – *(Meetings called as needed at the Corporate Yard located at 53-462 Enterprise Way, Coachella.)*

The Culture and Arts Commission shall consist of five regular members. 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.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Armando Lerma	Mayor Hernandez	July 26, 2023	November 2024
Clara Nieblas	Mayor Pro Tem Virgen	July 26, 2023	November 2026
Irene N. Rodriguez	Councilmember Delgado	July 26, 2023	November 2024
Juan Ponce Ramos	Councilmember Dr. Figueroa	July 26, 2023	November 2026
Oralia "Yaya" Ortiz	Councilmember Galarza	July 26, 2023	November 2024
Javier Figueroa (Alt.)	Mayor Hernandez	July 26, 2023	November 2024

YOUTH ADVISORY COMMISSION – *(Meets on the second Monday of each month at 4:30 p.m. at the Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

The Youth Advisory Commission shall consist of ten regular members. All members of the commission must live within the City of Coachella and be enrolled in high school. The term of a commissioner is one year from August to June; mirroring the local school district's school year. 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.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Christian Fausto (Chair)	Full Council	September 25, 2024	June 2025
Alejandro Cobos (Vice Chair)	Full Council	September 25, 2024	June 2025
Izabella Nunez (Secretary)	Full Council	September 25, 2024	June 2025
Jade Arguelles	Full Council	September 25, 2024	June 2025
Briana Lara-Saldivar	Full Council	September 25, 2024	June 2025
Ivan Mendez-Perez	Full Council	September 25, 2024	June 2025
Sehwa Meza	Full Council	September 25, 2024	June 2025
Libni H. Valle	Full Council	September 25, 2024	June 2025

COUNCIL SUB-COMMITTEES

Building/Code Enforcement/Public Safety Sub-Committee – *(Meetings called as needed)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
City Manager
Development Services Director

City Engineer
Police Chief
Battalion Chief
Finance Director
Permit Technician *(Support Staff)*
Code Enforcement

Economic Development/Planning Sub-Committee – *(Meetings held on the 1st Thursday of each month at 5:00 p.m. in the Council Chambers of City Hall located at 1515 Sixth Street, Coachella)*

Steven Hernandez, Mayor – Chair
Stephanie Virgen, Mayor Pro Tem
City Manager
Development Services Director
Economic Development Director
Finance Director

Senior Citizens Advisory Sub-Committee – *(Meetings called as needed, if held, on the 3rd Wednesday of the month at 1:00 p.m.)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
Public Works Director
Senior Center Coordinator *(Support Staff)*

Engineering/Public Works/Water-Sewer Sub-Committee – *(Meetings called as needed.)*

Steven Hernandez, Mayor
Denise Delgado, Councilmember
City Manager
Development Services Director
Economic Development Manager
Finance Director
Utilities Department Assistant *(Support Staff)*

Sister City Sub-Committee – *(Meetings called as needed.)*

Steven Hernandez, Mayor
Neftali Galarza, Councilmember
City Manager
Economic Development Manager

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS – *Dark during the months of March, July, August, October and December**

Executive Committee – *(Meetings held on last Monday* at 4:30 p.m.)*

Steven Hernandez, Mayor, Member
Neftali Galarza, Councilmember, Alternate

City Manager, Staff

CVAG COMMITTEES – *(Continued)*

Transportation Committee (TC) – *(Meetings held on 1st Monday* at 10:00 a.m.)*

Steven Hernandez, Mayor, Member
Neftali Galarza, Councilmember, Alternate
City Engineer, Staff

Homelessness Committee – *(Meetings held on 3rd Wednesday* at 10:00 a.m.)*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Councilmember, Alternate
Economic Development Manager, Staff
Development Services Director, Staff, Alternate

Energy/Environmental Resources – *(Meetings held on 2nd Thursday of each month at 12:00 noon)*

Stephanie Virgen, Mayor Pro Tem, Member
Neftali Galarza, Councilmember, Alternate
Assistant to the City Manager, Staff

Public Safety – *(Meetings held on 2nd Monday* at 9:00 a.m.)*

Dr. Frank Figueroa, Councilmember
Denise Delgado, Councilmember
City Manager, Staff
Police Chief
Battalion Chief

Technical Planning Sub-Committee – *(Meetings held on 3rd Tuesday* at 11:00 a.m.)*

Development Services Director, Staff
Senior Planner, Staff, Alternate

Transportation Technical Advisory Sub-Committee – *(Meetings held on 4th Monday* at 10:00 a.m.)*

City Engineer, Staff
Public Works Director, Staff, Alternate

Solid Waste and Recycling Technical Working Group – *(Meetings are held quarterly on 2nd Monday at 3:00 p.m.)*

Public Works Director, Staff
Environmental/Regulatory Program Manager, Staff, Alternate

JPA/ Coachella Valley Conservation Commission (CVCC) – *(Meetings held on 2nd Thursday of each month at 11:00 a.m.) Dark each March, August, October and December.*

Steven Hernandez, Mayor, Member
Dr. Frank Figueroa, Councilmember, Alternate

SUNLINE TRANSIT AGENCY – *(Meetings are held on 4th Wednesday of each month at noon in the Board Room, 32505 Harry Oliver Trail, Thousand Palms)*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Councilmember, Alternate

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD – *(Meetings are held every 2nd Tuesday of each month at 6:00 p.m. at the District's Ben Laflin Administration Building, 43-420 Trader Place, Indio. Trustees are appointed for a fixed term of either two (2) or four (4) years,*

Dr. Frank Figueroa, Councilmember (Term Expires January 2024)
Public Works Director, Staff

PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION – *(Meetings held on 3rd Wednesday of each month at 5:30 p.m. The City representative(s) may be council members, community members or staff.)*

Economic Development Director/Manager
Denise Delgado, Councilmember, Member (Term Expires June 30, 2024

RIVERSIDE COUNTY TRANSPORTATION COMMISSION – *(**Executive** Meetings are held at **9:00 a.m.** on the **2nd Wednesday** of each month; and the **Budget and Implementation** meetings are held at **9:30 a.m.** on the **4th Monday** of each month at the County of Riverside Administrative Center, 4080 Lemon Street, Riverside. Video teleconferencing is available from La Quinta City Hall.*

Steven Hernandez, Mayor, Member – ***Executive***
Stephanie Virgen, Mayor Pro Tem, Member – ***Budget and Implementation***
City Engineer, Staff, TAC Member
Public Works Director, Staff, TAC Alternate

PUBLIC ENTITIES RISK MANAGEMENT AUTHORITY (PERMA) – (Meetings at the DoubleTree Resort 67-967 Vista Chino, Cathedral City. Held quarterly, 1st Thursday of last month of each quarter.)

Human Resources Manager, Staff, Member
Finance Director, Staff, Alternate

ABANDONED VEHICLE AUTHORITY – *(Meetings held quarterly. Date and location for next meeting are announced at each meeting. Locations hosted by different cities.)*

Finance Director, Member
Code Compliance Manager, Alternate

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – *Three assignments: 1)* ***Community, Economic and Human Development Committee*** *(CEHD) – (Meetings are held from 10 a.m. – 12:00 noon, followed by the 2)* ***Regional Council*** *(RC) from 12:15 – 2:00 p.m.) on the first Thursday of each month; and 3)* ***Legislative/Communications and Membership Committee*** *(LCMC) meets from 8:30 a.m. – 10:00 a.m. on the 3rd Tuesday of each month in Los Angeles at 818 W. 7th Street, 12th Floor; contact number is 213-236-1800).*

Denise Delgado, Councilmember, Member

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – ***General Assembly*** *– (Meetings are held At least once every year (usually in April or May).*

Denise Delgado, Councilmember, Voting Delegate

COACHELLA/INDIO WASTE TRANSFER STATION JOINT POWERS AUTHORITY – *(Meetings held at* ***as needed****, at Coachella City Hall located at 1515 Sixth Street, Coachella.)*

Steve Hernandez, Mayor, Board Member
Dr. Frank Figueroa, Councilmember, Alternate
Public Works Director, Staff

WASTE MANAGEMENT CONTRACT AMENDMENT - AD HOC COMMITTEE – *(Held* ***as needed****.)*

Stephanie Virgen, Mayor Pro Tem
Steven Hernandez, Mayor

NPDES TASK FORCE – *(Meetings held first Wednesday of each month at 10 a.m.)*

Environmental/Regulatory Program Manager, Member
Sanitary Superintendent, Member

CHAMBER OF COMMERCE LIAISON – *(Meetings held* ***as needed****)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
Assistant to the City Manager, Staff
Executive Assistant, Staff

JOINT WATER POLICY ADVISORY COMMITTEE MEETING – ***(As needed*** *at CVWD'S Coachella office, 85-995 Avenue 52, Coachella, Rummonds Training Room.)*

Steven Hernandez, Mayor, Member
Dr. Frank Figueroa, Councilmember, Alternate
Utilities Manager, Staff

COACHELLA VALLEY ANIMAL CAMPUS COMMISSION – *(Meetings held on 1st Thursday, every two months at 9:30 a.m. at the Coachella Valley Animal Campus, 72-050 Pet Land Place, Thousand Palms, CA 92276*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Alternate
City Manager, Staff

COACHELLA VALLEY ENERGY COMMISSION – *(Meetings held at 4:00 p.m. on the second Thursday of each month. Meetings may be held at the IID Boardroom at its La Quinta Headquarters, 81-600 Avenue 58 La Quinta, or rotating at member agency locations. Commission members are appointed for one-year terms with no term limits, and must reside within the IID boundary area for the Coachella Valley. (New for 2021)*

Stephanie Virgen, Mayor Pro Tem, Member (Term Expires December 2024)

UTILITY USERS CITIZENS OVERSIGHT COMMITTEE – *(Meetings held at [time] on the [day] of each month. Meetings will be held at [location and address]*

Member
Staff

COACHELLA VALLEY MOUNTAINS CONSERVANCY – *(Meetings held at 3:00 p.m. on the 2nd Monday of January, March, May, July, September and November at Conference Room 115, 73-710 Fred Waring Drive, Palm Desert. Terms are for 2-years. Appointees must be either the Mayor or a Councilmember.)*

Denise Delgado, Councilmember, Member (Term Expires December 2024 – 2-year term)
Dr. Frank Figueroa, Councilmember, Alternate
Development Services Director, Staff, non-member

VISIT GREATER PALM SPRINGS JOINT POWERS AUTHORITY – *(Six (6) Meetings are held yearly on Fridays, 8:00 am to 10:30 am. [Locations and Dates TBD]*

Dr. Frank Figueroa, Member
Alternate: TBD

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name

City of Coachella

Division, Department, or Region *(If Applicable)*

City Council

Designated Agency Contact *(Name, Title)*

Delia Granados, Deputy City Clerk

Area Code/Phone Number: (760) 398-3502

E-mail: dgranados@coachella.org

California Form 806

For Official Use Only

Date Posted: 1/16/2025 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Executive Committee	Name: Hernandez, Steven *(Last, First)* Alternate, if any: Galarza, Neftali *(Last, First)*	Appt Date: Length of Term: 1 Year	Per Meeting: $ 125 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Transportation Committee	Name: Delgado, Denise *(Last, First)* Alternate, if any: Galarza, Neftali *(Last, First)*	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Homelessness	Name: Delgado, Denise *(Last, First)* Alternate, if any: Figueroa, Frank *(Last, First)*	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Energy Environmental Resource Committee	Name: Virgen, Stephanie *(Last, First)* Alternate, if any: Galarza, Neftali *(Last, First)*	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)
	Delia Granados	Deputy City Clerk	1/16/2025

Comment:

Print

Agency Report of:
Public Official Appointments
Continuation Sheet

California Form 806
A Public Document

1. Agency Name
City of Coachella

Date Posted: 1/16/2025 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Public Safety Committee	Name: Figueroa, Frank (Last, First) Alternate, if any: Delgado, Denise (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
Coachella Valley Conservation Commission (CVCC)	Name: Hernandez, Steven (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
Sunline Transit Agency 1) Board 2) Finance Committee 3) Taxi Committee 4) Chairman Executive Committee ($50x1)	Name: Delgado, Denise (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 25 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
Coachella Valley Mosquito & Vector Control District Board	Name: Figueroa, Frank (Last, First) Alternate, if any: ____ (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
Riverside County Transportation Commission (RCTC)	Name: Hernandez, Steven (Last, First) Alternate, if any: Virgen, Stephanie (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
Coachella/Indio Transfer Joint Powers Authority	Name: Hernandez, Steven (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 50 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other

Agency Report of: Public Official Appointments Continuation Sheet

California Form 806
A Public Document

1. Agency Name
City of Coachella

Date Posted: 1/16/2025 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Mountains Conservancy	Name: Delgado, Denise (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 75 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Southern California Association of Governments General Assembly	Name: Delgado, Denise (Last, First) Alternate, if any: (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 120 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ■ $1,001-$2,000 ☐ Other
Palm Springs International Airport Commission	Name: Delgado, Denise (Last, First) Alternate, if any: (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 75 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize the Façade Improvement Grant Program Award Recommendations in the Amount of $553,000 and Authorize the City Manager to Execute Grant Agreements with Property Owners Participating in the Program

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STAFF RECOMMENDATION:

Staff recommends that the City Council considers authorizing the Façade Improvement Grant Program award recommendations in the amount of $530,000 and authorize the City Manager to execute Grant Agreements with the property owners participating in the program.

BACKGROUND:

The Commercial Façade Improvement Grant Program ("Program") is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo Area and the segments of Cesar Chavez Street between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard. The long-term objective is to upgrade the Downtown Pueblo Viejo Area by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the properties.

DISCUSSION/ANALYSIS:

The program received eight (8) applications from property owners requesting a total of $553,000 in this round. The program has a few more applicants who will submit their applications in the coming weeks.

#	Business Name	Business Address	Request	Estimated Project Cost
1	Sooho Joe DDS Inc.	51807 Cesar Chavez Street, #102-103	$5,000	$8,000
2	The Old Fashion Barber Shop	51741 Cesar Chavez Street	$5,000	$7,000
3	Verde Valley Plaza	51615 – 51699 Cesar Chavez Street	$43,000	$65,000
4	Meza Plaza	1697 Sixth Street	$100,000	$425,000
5	Super Rancho Meat Market	1632 6th Street	$100,000	$300,000
6	Lopes Hardware	1604 Sixth Street	$100,000	$300,000
7	A&J Coachella Center	1014 6th Street	$100,000	$350,000
8	51704 Harrison LLC	51704 Cesar Chavez Street	$100,000	$385,000
		TOTAL	$553,000	$1,840,000

Project 1 – Sooho Joe DDS Inc.



Project 2 – The Old Fashion Barber Shop



Project 3 – Verde Valley Plaza



Project 4 – Meza Plaza



Project 5 – Super Rancho Meat Market



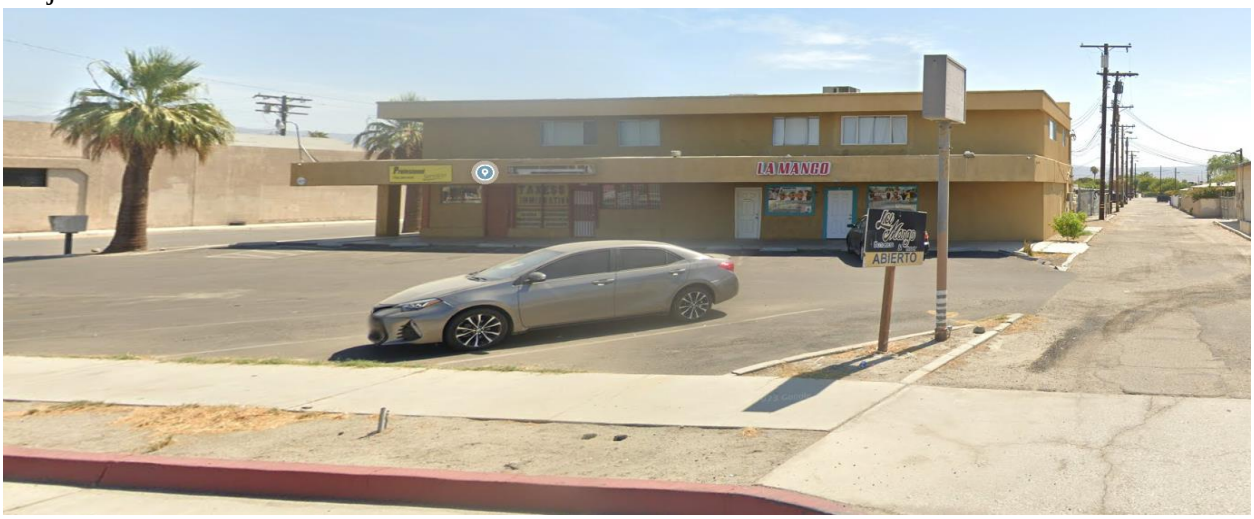
Project 6 – Lopes Hardware



Project 7 – A & J Coachella Center



Project 8 – 51704 Harrison LLC



FISCAL IMPACT

The City Council previously allocated a $1,000,000-dollar budget for implementing the Façade Improvement Program. Funding for future program years would be subject to City Council approval through the annual Budget process.

ALTERNATIVES

1. Authorize the Façade Improvement Grant Program Award Recommendations in the Amount of $553,000 and Authorize the City Manager to Execute Grant Agreements with Property Owners Participating in the Program

2. Do Not Authorize the Request

ATTACHMENTS:

1. Façade Improvement Grant Program – Grant Agreement (Mini Grant)
2. Façade Improvement Grant Program – Grant Agreement (Match Grant)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

EXEMPT FROM RECORDING FEES CA GOV. CODE §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF COACHELLA AND GRANTEE NAME

This Commercial Corridor Façade Improvement Grant Program Agreement ("Agreement") is entered into this ____ day of _____ ("Effective Date"), by and between the City of Coachella, a California municipal corporation ("City"), and Insert Grantee Name, located at Insert Business Address ("Grantee"). City and Grantee are at times individually referred to as "Party" and collectively as "Parties" herein.

RECITALS

A. City has established a Commercial Corridor Façade Improvement Grant Program ("Program") for businesses the City of Coachella's Downtown Pueblo Viejo District and the segments of Cesar Chavez Street between Avenue 52 and Sixth Street and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

B. City has approved the Commercial Corridor Façade Improvement Grant Program Guidelines ("Program Guidelines"), attached hereto as **Exhibit "A"** and incorporated herein, governing the provision of grants under this Program.

C. Grantee is the owner or tenant of real property located at _____, Coachella, California ("Property"), otherwise known as _____ (building or business), as depicted in **Exhibit "B,"** Project Location, attached hereto and incorporated herein by reference.

D. The City shall provide a grant *not* to exceed $_____ for construction of the Improvements described in **Exhibit "C",** Scope of Work and Schedule. All of Grantee's agreements with contractors or vendors are found in **Exhibit "D,"** Contractor Agreements, attached hereto and incorporated herein by reference. Specific City requirements for Contractor Agreements are found in **Exhibit "E,"** Contractor Agreement Requirements, attached hereto and incorporated herein by reference.

E. The City has reviewed the application, the location of the Property, and the approvals, and has approved the Grant Application attached hereto as **Exhibit "F,"** and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Grantee the amount of $_____and Grantee agrees to undertake the approved Improvements, under the following terms and conditions:

1. GRANT

1.1. Grant Amount. City hereby grants funds in the amount not to exceed **XXX Dollars ($)** ("Grant Funds") to Grantee for construction of the Improvements described in Exhibits "C" and "D."

1.2. Contract Requirements. Within ten (10) calendar days of the Effective Date, Grantee shall provide to City:

a. Taxpayer Identification Number and Certification, Form W-9 (Rev. 2024, as issued by the Internal Revenue Service).

b. Proof of Insurance.

c. Grant Deed, Proof of Ownership, or Lease Agreement. If tenant, an affidavit from the owner approving the proposed Improvements.

d. Copy of a Valid City Business License.

e. Copy of Current Property Tax Bill (Showing Paid).

f. Mailing address for notification.

g. Proof that a valid contractor will perform the work (such proof shall include applicable licenses necessary for the work, proof of contractor's insurance, and contractor's City Business License).

1.3. Method of Payment. The Grant Funds shall be disbursed to Grantee in a lump sum payment on a date that is after all Improvements are completed, inspected, and approved by the City ("Disbursement Date"). The Grant Funds shall be payable to Grantee as reimbursement for actual costs incurred, based on the documentation submitted to the City in accordance with subsection 1.4, as set forth below. Any expenditure(s) by Grantee which exceed the Grant Funds shall be the sole responsibility of Grantee. Grantee is responsible for direct payment to all vendors, contractors, mechanics, and suppliers utilized with respect to the Improvements.

1.4. Disbursement Requirements. Prior to disbursing the Grant Funds, Grantee shall provide the following to the City so that the reimbursement may be processed:

a. Copy of the recorded notice of completion (as defined by California Civil Code section 3093) with respect to the Improvements.

b. Copies of all billings, invoices, and other documents satisfactory to City evidencing the final costs of the Improvements.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for five (5) years, unless City terminates this Agreement or any portion thereof at an earlier date as provided herein. Notwithstanding the foregoing, certain obligations shall survive the termination of this agreement, as provided herein.

3. GRANTEE OBLIGATIONS

3.1. Use of Grant Funds. The Grant Funds shall be used exclusively for the purposes described in Exhibits "C," Scope of Work and Schedule, and "D," Contractor Agreements, unless otherwise approved by the City in writing.

3.2. Schedule. The Parties agree that all Improvements shall be completed according to the Schedule in Exhibit "C." The Improvements must be completed within 12 months of building permit issuance.

3.3. Representations and Warranties. Grantee hereby represents and warrants to the City that Grantee has read and is familiar with all of the terms, conditions, and provisions of the Program Guidelines, and based thereon, Grantee represents and warrants that Grantee meets the eligibility criteria and qualifies to receive the Grant Funds under the Program Guidelines, and Grantee's Application and all information is submitted in connection therewith is true, correct, and accurate.

3.4.Compliance with Law. Grantee shall comply with all applicable federal, state, or local ordinances, resolutions, statutes, rules, and regulations, as the same may be amended from time to time.

3.5.Licenses, Permits, Fees and Assessments. Grantee shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required for the lawful operation of Grantee's business, and as may be required for use of Grant Funds.

3.6.Documentation and Audit Requirements. Grantee shall maintain and ensure its contractor maintains true, proper, and complete documentation that evidences Grantee's and/or contractor's expenditures for approved uses of Grant Funds ("Records") through December 31, 2030. The Grantee shall make available to the City such Records within ten (10) calendar days of the City's request. The Grantee shall use its best efforts to cooperate, promptly, in any audit by any agency or entity, including an audit by the City. This subsection shall survive the termination or expiration of this Agreement.

3.7. No Conflict of Interest. Grantee, by accepting the Grant Funds, affirms that Grantee, its officers, or employees neither are employed by the City nor does Grantee, its officers, or employees serve on any City board or commission or otherwise have a fiduciary duty to the City that is a conflict of interest, a potential conflict of interest or creates the appearance of impropriety.

3.8. Maintenance. Grantee agrees and covenants that, after the City issues its Certificate of Occupancy, Grantee shall be responsible for maintenance of the Improvements and all other improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Grantee shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Grantee hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

4. CONTRACTOR

4.1. All work shall be completed by contractors and subcontractors licensed by the State of California.

4.2. Grantee shall provide City with at least three (3) written bids for the construction of the Improvements.

4.3. Any contract between Grantee and the selected contractor or contractors (collectively, the "Contractor") for the Improvements, including use of the Contractor identified in such contract, must be approved by City prior to its execution by Grantee. ("Contractor Agreement"). City shall approve any Contractor Agreement that contains all of the required provisions shown on the attached Exhibit "E". Subsequent to City's approval of Contractor and Contractor Agreement, Grantee may change or add contractors but only with the prior written approval of the City Manager.

4.4. Grantee is solely responsible for: (i) all of Grantee's obligations under Grantee's contract with the Contractor; and (ii) the enforcement of Contractor's obligations under the Grantee-Contractor Agreement.

4.5. Grantee shall deliver a copy of the fully executed Contractor Agreement(s) to City within thirty (30) calendar days following Grantee's submittal of the bids referenced in this Section 4.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to misrepresentations by Grantee, the expenditure of Grant Funds, the Application, or the Agreement (including the negligent and/or willful acts, errors and/or omissions of the Grantee, its principals, officers, agents, employees, vendors, suppliers,

consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

5.2. Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms set forth in the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

6. GRANTEE INDEPENDENCE

In the performance of this Agreement, the Grantee, its agents, and employees shall act in an independent capacity and shall not be considered officers, agents, or employees of the City. The manner and means of performing under this Agreement are under the control of the Grantee, except to the extent they are limited by state, local, or federal law, and this Agreement. Nothing in this Agreement shall be deemed to constitute approval for the Grantee, or any of the Grantee's employees or agents, to be the agents or employees of City. The Grantee shall have the responsibility for and control over the means of performance under this Agreement, provided that the Grantee is in compliance with the terms of this Agreement.

7. NOTICES

7.1. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first class mail, addressed as hereinafter provided.

7.2. All notices, demands, requests or approvals from Grantee to City shall be addressed to the City at:

Attn: [***INSERT NAME***]
City of Coachella
53990 Enterprise Way,
Coachella, CA 92236

7.3. All notices, demands, requests or approvals from City to Grantee shall be addressed to Grantee at:

Attn: Name of Business Owner
Grantee Business Name
Grantee Address Line 1
Grantee Address Line 2

8. VIOLATIONS AND TERMINATION

8.1. Effect of Violations. If the City discovers that the Grantee has breached any part of this Agreement or made a material misrepresentation, or otherwise falsified its application or

any document provided to City to support the Grantee's application or a reimbursement, or the Grantee has misused the Grant Funds or used them for an ineligible expenditure, the Grantee shall pay an amount equal to the entirety of the Grant Funds to the City within ten (10) calendar days of the City's written notice. The City's decision shall be final. Additionally, the City shall have all other remedies besides the remedy provided herein to enforce this Agreement and its Program.

8.2. Specific Performance. Grantee agrees that the City has the legal right, and all necessary conditions have been satisfied, to specifically enforce Grantee's obligations pursuant to this Agreement.

8.3. Termination. Notwithstanding anything to the contrary herein, the City shall have the right to terminate the Agreement immediately, with or without cause, at any time, by providing written notice to the Grantee. Upon termination, the City shall have no further obligation to provide any Grant Funds. The City has the sole and absolute discretion to terminate the Grant Funds or any portion thereof at any time.

9. PREVAILING WAGES, HOLD HARMLESS, AND DEFEND

Grantee agrees to fully comply with all applicable federal and state labor laws including, without limitation California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"). The work to be completed under this Agreement is subject to the Prevailing Wage Laws. Grantee shall bear all risks of payment or non-payment of prevailing wages under California law, and Grantee hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

10. STANDARD PROVISIONS

10.1. Recitals. City and Grantee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

10.2. Compliance With all Laws. Grantee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

10.3. Prohibition Against Transfer. The Grantee shall not assign, sublease, hypothecate, or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise, without prior written consent of the City. Any attempt to do so without written consent of the City shall be null and void. The Grantee shall be required to reimburse the City within thirty (30) calendar days for any unauthorized assignment, sublease, hypothecation, or transfer of funds. This prohibition against transfers shall survive the expiration or termination of this Agreement.

10.4. Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

10.5. Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

10.6. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Grant Application, the terms of this Agreement shall govern.

10.7. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

10.8. Amendment. This Agreement may be modified or amended only by a written document executed by both the Grantee and City and approved as to form by the City Attorney.

10.9. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10.10. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and repayment obligations, shall survive any such expiration or termination.

10.11. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Riverside, State of California.

10.12. Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age or any other impermissible basis under law.

10.13. Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to attorney's fees.

10.14. Taxes. The City and Grantee expressly agree that the Grantee shall be responsible for all taxes that are associated in any way to the Application of the Grant Funds.

10.15. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

CITY OF COACHELLA

APPROVED BY*:*

_____
Bill Pattison
Acting City Manager

ATTESTED BY:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM*:*

_____
Best Best & Krieger LLP
City Attorney

GRANTEE:

[*INSERT GRANTEE NAME***]**

_____
Signature

_____
Name

_____
Title

[END OF SIGNATURES]

EXHIBIT "A"

PROGRAM GUIDELINES

[ATTACHED]

EXHIBIT “B”

PROJECT LOCATION

[ATTACHED]

EXHIBIT "C"

SCOPE OF WORK AND SCHEDULE

[ATTACHED]

EXHIBIT “D”

CONTRACTOR AGREEMENTS

EXHIBIT "E"

CONTRACTOR AGREEMENT REQUIREMENTS

All proposed contracts for the construction of the Improvements shall:

1. Identify the Improvements to be completed by Contractor and list all documents that describe the required work such as, but not limited to, drawings, specifications and negotiated changes to any of such documents.

2. List the Contractor's California State Contractor's License Number and the name and California State Contractor's License Number of each proposed subcontractor.

3. State the complete contract price for the work.

4. Include the following prevailing wage compliance provision, if applicable:

> Grantee and Contractor recognize that Grantee has received public funds for the construction of the Improvements, making it a public work to which section 1771 of the Labor Code applies. Contractor shall pay or cause to be paid prevailing wages for all Improvements.

For the purpose of the construction contract(s), Prevailing Wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The Prevailing Rate Schedules shall be made available to any interested party on request. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Improvements. Contractor shall post the Prevailing Rate Schedule at the Property. Contractor shall comply with the payroll records requirements concerning apprentices and shall be responsible for causing all of Contractor's subcontractors to comply with these requirements and provisions.

The Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractor or subcontractor in connection with the project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with all requirements of such Section 1776.

5. Include the following indemnification provision:

> To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City of Coachella, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and

all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) from this Agreement, including without limitation with regard to the construction work and/or Improvements including the negligent and/or willful acts, errors and/or omissions of the Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms set forth in the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

6. Include a Schedule of Performance and a completion date for all work.

7. Require that a conditional lien release in the form of a Conditional Waiver and Release Upon Progress Payment and a full lien release in the form of a Conditional Waiver and Release Upon Final Payment be submitted with requests for payment progress payments and the final payment respectively.

8. Include liquidated damages for unexcused delay in performance by the Contractor which shall be deducted from the Contractor's payment under the contract. The liquidated damages for each day of unexcused delay in performance shall equal $100.

9. Require insurance and attach certificate of insurance meeting the following requirements, and completed W-9 form.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

9.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including Products and Completed Operations, and X, C, U (Explosion, Collapse & Underground) coverage.

(b) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "nonowned autos."

(c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

9.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, coverage shall also include $100,000 Fire Legal Liability.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

EXCEPTION: If, however, the Contractor does not have any employees and does not wish to cover himself or herself for WORKERS' COMPENSATION, the Contractor shall sign the following statement as well as the contract itself to affect a fully initiated contract:

> I, as the herein designated Contractor, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Workers' Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above required Workers' Compensation coverage.

9.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, and its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

9.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City of Coachella, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.

9.5 Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City's Risk Manager.

9.6 Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance, including endorsements, shall be mailed to the following address:

City of Coachella
Attn: [***INSERT NAME***]
53990 Enterprise Way,
Coachella, CA 92236

9.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT “F”
GRANT APPLICATION

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

EXEMPT FROM RECORDING FEES CA GOV. CODE §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF COACHELLA AND GRANTEE NAME

This Commercial Corridor Façade Improvement Grant Program Agreement ("Agreement") is entered into this ____ day of _____ ("Effective Date"), by and between the City of Coachella, a California municipal corporation ("City"), and Insert Grantee Name, located at Insert Business Address ("Grantee"). City and Grantee are at times individually referred to as "Party" and collectively as "Parties" herein.

RECITALS

A. City has established a Commercial Corridor Façade Improvement Grant Program ("Program") for businesses the City of Coachella's Downtown Pueblo Viejo District and the segments of Cesar Chavez Street between Avenue 52 and Sixth Street and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

B. City has approved the Commercial Corridor Façade Improvement Grant Program Guidelines ("Program Guidelines"), attached hereto as **Exhibit "A"** and incorporated herein, governing the provision of grants under this Program.

C. Grantee is the owner or tenant of real property located at _____, Coachella, California ("Property"), otherwise known as _____ (building or business), as depicted in **Exhibit "B,"** Project Location, attached hereto and incorporated herein by reference.

D. The City shall provide a matching grant *not* to exceed $_____, representing two-thirds of eligible project costs ("Grant Funds") with a one-third match contribution from the Grantee. The grant shall represent two-thirds of the amount of the actual approved expenditure for the Improvements described in **Exhibit "C",** Scope of Work and Schedule. All of Grantee's agreements with contractors or vendors are found in **Exhibit "D,"** Contractor Agreements, attached hereto and incorporated herein by reference. Specific City requirements for Contractor Agreements are found in **Exhibit "E,"** Contractor

Agreement Requirements, attached hereto and incorporated herein by reference.

E. The City has reviewed the application, the evidence of financial participation by Grantee, the location of the Property, and the approvals, and has approved the Grant Application attached hereto as **Exhibit "F,"** and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Grantee the amount of $_____and Grantee agrees to undertake the approved Improvements, under the following terms and conditions:

1. GRANT

1.1. Grant Amount. City hereby grants funds in the amount not to exceed **XXX Dollars ($)** ("Grant Funds") to Grantee, representing two-thirds of the total amount of the actual approved expenditure for the Improvements described in Exhibits "C" and "D," with the remaining one-third of the total amount being paid for by Grantee.

1.2. Contract Requirements. Within ten (10) calendar days of the Effective Date, Grantee shall provide to City:

a. Taxpayer Identification Number and Certification, Form W-9 (Rev. 2024, as issued by the Internal Revenue Service).

b. Proof of Insurance.

c. Grant Deed, Proof of Ownership, or Lease Agreement. If tenant, an affidavit from the owner approving the proposed Improvements.

d. Copy of a Valid City Business License.

e. Copy of Current Property Tax Bill (Showing Paid).

f. Mailing address for notification.

g. Proof that a valid contractor will perform the work (such proof shall include applicable licenses necessary for the work, proof of contractor's insurance, and contractor's City Business License).

1.3. Method of Payment. The Grant Funds shall be disbursed to Grantee in a lump sum payment on a date that is after all Improvements are completed, inspected, and approved by the City ("Disbursement Date"). The Grant Funds shall be payable to Grantee as reimbursement for actual costs incurred, based on the documentation submitted to the City in accordance with subsection 1.4, as set forth below. Any expenditure(s) by Grantee which exceed the Grant Funds shall be the sole responsibility of Grantee. Grantee is responsible for direct payment to all vendors, contractors, mechanics, and suppliers utilized with respect to the Improvements.

1.4. Disbursement Requirements. Prior to disbursing the Grant Funds, Grantee shall provide the following to the City so that the reimbursement may be processed:

a. Copy of the recorded notice of completion (as defined by California Civil Code section 3093) with respect to the Improvements.

b. Copies of all billings, invoices, and other documents satisfactory to City evidencing the final costs of the Improvements.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for five (5) years, unless City terminates this Agreement or any portion thereof at an earlier date as provided herein. Notwithstanding the foregoing, certain obligations shall survive the termination of this agreement, as provided herein.

3. GRANTEE OBLIGATIONS

3.1. Use of Grant Funds. The Grant Funds shall be used exclusively for the purposes described in Exhibits "C," Scope of Work and Schedule, and "D," Contractor Agreements, unless otherwise approved by the City in writing.

3.2. Schedule. The Parties agree that all Improvements shall be completed according to the Schedule in Exhibit "C." The Improvements must be completed within 18 months of building permit issuance.

3.3. Representations and Warranties. Grantee hereby represents and warrants to the City that Grantee has read and is familiar with all of the terms, conditions, and provisions of the Program Guidelines, and based thereon, Grantee represents and warrants that Grantee meets the eligibility criteria and qualifies to receive the Grant Funds under the Program Guidelines, and Grantee's Application and all information is submitted in connection therewith is true, correct, and accurate.

3.4.Compliance with Law. Grantee shall comply with all applicable federal, state, or local ordinances, resolutions, statutes, rules, and regulations, as the same may be amended from time to time.

3.5.Licenses, Permits, Fees and Assessments. Grantee shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required for the lawful operation of Grantee's business, and as may be required for use of Grant Funds.

3.6.Documentation and Audit Requirements. Grantee shall maintain and ensure its contractor maintains true, proper, and complete documentation that evidences Grantee's and/or contractor's expenditures for approved uses of Grant Funds ("Records") through December 31, 2030. The Grantee shall make available to the City such Records within ten (10) calendar days of the City's request. The Grantee shall use its best efforts to cooperate, promptly, in any audit by any agency or entity, including an audit by the City. This subsection shall survive the termination or expiration of this Agreement.

3.7. No Conflict of Interest. Grantee, by accepting the Grant Funds, affirms that Grantee, its officers, or employees neither are employed by the City nor does Grantee, its officers, or employees serve on any City board or commission or otherwise have a fiduciary duty to the City that is a conflict of interest, a potential conflict of interest or creates the appearance of impropriety.

3.8. Maintenance. Grantee agrees and covenants that, after the City issues its Certificate of Occupancy, Grantee shall be responsible for maintenance of the Improvements and all other improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Grantee shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Grantee hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

4. CONTRACTOR

4.1. All work shall be completed by contractors and subcontractors licensed by the State of California.

4.2. Grantee shall provide City with at least three (3) written bids for the construction of the Improvements.

4.3. Any contract between Grantee and the selected contractor or contractors (collectively, the "Contractor") for the Improvements, including use of the Contractor identified in such contract, must be approved by City prior to its execution by Grantee. ("Contractor Agreement"). City shall approve any Contractor Agreement that contains all of the required provisions shown on the attached Exhibit "E". Subsequent to City's approval of Contractor and Contractor Agreement, Grantee may change or add contractors but only with the prior written approval of the City Manager.

4.4. Grantee is solely responsible for: (i) all of Grantee's obligations under Grantee's contract with the Contractor; and (ii) the enforcement of Contractor's obligations under the Grantee-Contractor Agreement.

4.5. Grantee shall deliver a copy of the fully executed Contractor Agreement(s) to City within thirty (30) calendar days following Grantee's submittal of the bids referenced in this Section 4.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees,

disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to misrepresentations by Grantee, the expenditure of Grant Funds, the Application, or the Agreement (including the negligent and/or willful acts, errors and/or omissions of the Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

5.2. Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms set forth in the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

6. GRANTEE INDEPENDENCE

In the performance of this Agreement, the Grantee, its agents, and employees shall act in an independent capacity and shall not be considered officers, agents, or employees of the City. The manner and means of performing under this Agreement are under the control of the Grantee, except to the extent they are limited by state, local, or federal law, and this Agreement. Nothing in this Agreement shall be deemed to constitute approval for the Grantee, or any of the Grantee's employees or agents, to be the agents or employees of City. The Grantee shall have the responsibility for and control over the means of performance under this Agreement, provided that the Grantee is in compliance with the terms of this Agreement.

7. NOTICES

7.1. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first class mail, addressed as hereinafter provided.

7.2. All notices, demands, requests or approvals from Grantee to City shall be addressed to the City at:

Attn: [***INSERT NAME***]
City of Coachella
53990 Enterprise Way,
Coachella, CA 92236

7.3. All notices, demands, requests or approvals from City to Grantee shall be addressed to Grantee at:

Attn: Name of Business Owner
Grantee Business Name
Grantee Address Line 1

Grantee Address Line 2

8. VIOLATIONS AND TERMINATION

8.1. Effect of Violations. If the City discovers that the Grantee has breached any part of this Agreement or made a material misrepresentation, or otherwise falsified its application or any document provided to City to support the Grantee's application or a reimbursement, or the Grantee has misused the Grant Funds or used them for an ineligible expenditure, the Grantee shall pay an amount equal to the entirety of the Grant Funds to the City within ten (10) calendar days of the City's written notice. The City's decision shall be final. Additionally, the City shall have all other remedies besides the remedy provided herein to enforce this Agreement and its Program.

8.2. Specific Performance. Grantee agrees that the City has the legal right, and all necessary conditions have been satisfied, to specifically enforce Grantee's obligations pursuant to this Agreement.

8.3. Termination. Notwithstanding anything to the contrary herein, the City shall have the right to terminate the Agreement immediately, with or without cause, at any time, by providing written notice to the Grantee. Upon termination, the City shall have no further obligation to provide any Grant Funds. The City has the sole and absolute discretion to terminate the Grant Funds or any portion thereof at any time.

9. PREVAILING WAGES, HOLD HARMLESS, AND DEFEND

Grantee agrees to fully comply with all applicable federal and state labor laws including, without limitation California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"). The work to be completed under this Agreement is subject to the Prevailing Wage Laws. Grantee shall bear all risks of payment or non-payment of prevailing wages under California law, and Grantee hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

10. STANDARD PROVISIONS

10.1. Recitals. City and Grantee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

10.2. Compliance With all Laws. Grantee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

10.3. Prohibition Against Transfer. The Grantee shall not assign, sublease, hypothecate, or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise, without prior written consent of the City. Any attempt to do so without written consent of the City shall be null and void. The Grantee shall be required to reimburse the City within thirty (30) calendar days for any unauthorized assignment, sublease, hypothecation, or transfer of funds. This prohibition against transfers shall survive the expiration or termination of this Agreement.

10.4. Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

10.5. Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

10.6. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Grant Application, the terms of this Agreement shall govern.

10.7. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

10.8. Amendment. This Agreement may be modified or amended only by a written document executed by both the Grantee and City and approved as to form by the City Attorney.

10.9. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10.10. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and repayment obligations, shall survive any such expiration or termination.

10.11. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Riverside, State of California.

10.12. Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age or any other impermissible basis under law.

10.13. Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to attorney's fees.

10.14. Taxes. The City and Grantee expressly agree that the Grantee shall be responsible for all taxes that are associated in any way to the Application of the Grant Funds.

10.15. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

CITY OF COACHELLA

APPROVED BY*:*

_____
Bill Pattison
Acting City Manager

ATTESTED BY:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM*:*

_____
Best Best & Krieger LLP
City Attorney

GRANTEE:

[*INSERT GRANTEE NAME***]**

_____
Signature

_____
Name

_____
Title

[END OF SIGNATURES]

EXHIBIT "A"

PROGRAM GUIDELINES

[ATTACHED]

EXHIBIT “B”

PROJECT LOCATION

[ATTACHED]

EXHIBIT "C"

SCOPE OF WORK AND SCHEDULE

[ATTACHED]

EXHIBIT “D”

CONTRACTOR AGREEMENTS

EXHIBIT "E"

CONTRACTOR AGREEMENT REQUIREMENTS

All proposed contracts for the construction of the Improvements shall:

1. Identify the Improvements to be completed by Contractor and list all documents that describe the required work such as, but not limited to, drawings, specifications and negotiated changes to any of such documents.

2. List the Contractor's California State Contractor's License Number and the name and California State Contractor's License Number of each proposed subcontractor.

3. State the complete contract price for the work.

4. Include the following prevailing wage compliance provision, if applicable:

> Grantee and Contractor recognize that Grantee has received public funds for the construction of the Improvements, making it a public work to which section 1771 of the Labor Code applies. Contractor shall pay or cause to be paid prevailing wages for all Improvements.

For the purpose of the construction contract(s), Prevailing Wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The Prevailing Rate Schedules shall be made available to any interested party on request. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Improvements. Contractor shall post the Prevailing Rate Schedule at the Property. Contractor shall comply with the payroll records requirements concerning apprentices and shall be responsible for causing all of Contractor's subcontractors to comply with these requirements and provisions.

The Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractor or subcontractor in connection with the project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with all requirements of such Section 1776.

5. Include the following indemnification provision:

> To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City of Coachella, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and

all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) from this Agreement, including without limitation with regard to the construction work and/or Improvements including the negligent and/or willful acts, errors and/or omissions of the Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms set forth in the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

6. Include a Schedule of Performance and a completion date for all work.

7. Require that a conditional lien release in the form of a Conditional Waiver and Release Upon Progress Payment and a full lien release in the form of a Conditional Waiver and Release Upon Final Payment be submitted with requests for payment progress payments and the final payment respectively.

8. Include liquidated damages for unexcused delay in performance by the Contractor which shall be deducted from the Contractor's payment under the contract. The liquidated damages for each day of unexcused delay in performance shall equal $100.

9. Require insurance and attach certificate of insurance meeting the following requirements, and completed W-9 form.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

9.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including Products and Completed Operations, and X, C, U (Explosion, Collapse & Underground) coverage.

(b) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "nonowned autos."

(c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

9.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, coverage shall also include $100,000 Fire Legal Liability.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

EXCEPTION: If, however, the Contractor does not have any employees and does not wish to cover himself or herself for WORKERS' COMPENSATION, the Contractor shall sign the following statement as well as the contract itself to affect a fully initiated contract:

> I, as the herein designated Contractor, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Workers' Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above required Workers' Compensation coverage.

9.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, and its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

9.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City of Coachella, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.

9.5 Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City's Risk Manager.

9.6 Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance, including endorsements, shall be mailed to the following address:

City of Coachella
Attn: [***INSERT NAME***]
53990 Enterprise Way,
Coachella, CA 92236

9.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT "F"
GRANT APPLICATION

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Urgency Ordinance No. 1221 and Introduce Ordinance No. 1222 Enacting Updated Regulations for Short-Term Vacation Rentals in the City of Coachella.

STAFF RECOMMENDATION:

Staff recommends that the City Council take the following actions with respect to regulating short term vacation rental in the City:

1.) Adopt Urgency Ordinance No. 1221, which would go into effect immediately; and

2.) Introduce and waive further reading of standard Ordinance No. 1222, which would be returned to the Council at a future meeting for adoption.

BACKGROUND:

At its November 29, 2023 meeting, the City's Planning Commission discussed various policy issues regarding short-term vacation rentals in the City and potential amendments to the City's short-term vacation rental regulations. Those recommendations were forwarded on to the City Council.

At the July 10, 2024 Study Session, the City Council discussed policy issues and potential amendments to the City's short-term vacation rental regulations and directed staff to return with an ordinance providing updates to those regulations.

DISCUSSION/ANALYSIS:

Per the Council's direction, staff has drafted the attached ordinances for their consideration. Many of the amendments are simply technical updates to clarify existing terms. The principal policy amendments in these ordinances are summarized as follows:

- Adding clear definitions for "agents", "hosting platforms" and "responsible parties" who are renting a short-term vacation rental.

- Clarifying that an individual room or rooms of a residence (and not necessarily the entire residence) can be short-term rented. However, porches, canopies, tents, "pop-ups" or other structures that are not a legal "dwelling unit" cannot be individually short-term rented.

- Creating two types of short-term vacation rental permit: One is the standard "annual" permit that is good throughout the year. The other is a "seasonal" permit that allows short-term vacation rentals from March 1 through June 1 if the rental is the owner's primary residence. This is intended to provide a simpler and lower cost option for owners who only rent their own homes during "Festival Season". Corporate/absentee owners and those owners who wish to rent their primary residence at any time other than March 1 through June 1 would be required to secure an "annual" permit to allow short-term vacation rental.

- Providing that no owner may hold more than five permits ("annual" or "seasonal") at any one time. Special rules are included to address corporate/business owners. In essence, if a business already holds five permits and then forms a new business entity that is owned, controlled or affiliated with the permit holding business, that new business entity will not be eligible to obtain additional permits. It's a collective five permit limit.

- Setting a limit on the number of "annual" permits that may be issued in any one neighborhood. Provides that "annual" permits cannot be issued within a particular neighborhood if 20% or more of the residential dwelling units within that neighborhood already have an issued "annual" permit. A particular "neighborhood" is defined as the area identified in the neighborhood's final recorded subdivision map or, if there is no such map, according to the City's official neighborhood map. This is intended to limit the proliferation of business/absentee owner permits issued in any particular neighborhood. On the other hand, to provide grace to those owners who only seek to rent out their primary residence during "Festival Season", this 20% limit would not apply to "seasonal" permits. At present, La Colonia is the only neighborhood where the 20% limit would apply (currently at 26%). Four other neighborhoods are near the limit: Tierra del Sol (17%) Las Plumas (16%), Valencia (16%) and Sevilla (15%). All other neighborhoods are at 9% or less.

- Requiring the owner to sign a hold harmless/indemnity agreement with the City and to secure at least $1,000,000 general liability insurance to cover situations where someone may sue the city arising out of activities occurring at a short-term vacation rental.

- Provides that if there is a change in ownership of a short-term vacation rental, the existing permit automatically expires and the new owner must secure a new permit. Special rules are included for transfers of corporate/business ownership. Further, there is an exception for transfers between spouses and family members whereby

the permit may continue in effect, as specified in the ordinance.

- Clarifies the owner's, agent's or hosting platform's obligations to collect and remit proper transient occupancy tax (TOT) to the city and further provides that a permit may be denied or not renewed if there are outstanding taxes and/or fines that remain unpaid.

- Maintains the existing overnight occupancy limit of two persons per bedroom plus two additional persons from 10:00 p.m. until 8:00 a.m. the next morning. Clarifies the procedures whereby an owner of an unusually large lot or house may request additional overnight occupancy beyond this limit, subject to the permit administrator's investigation and discretionary approval, as well as conditions of approval to ensure a safe and appropriate event.

- Sets a parking limit of one vehicle per bedroom with a maximum of four vehicles on the rented site. "Vehicles" include passenger cars, trucks, towing trailers, boats and off-road vehicles. However, the owner of an unusually large lot or house may request additional parking along with a request for increased overnight occupancy as outlined above.

- Clarifies that a short-term vacation rental agreement may be oral or written. If the agreement is written, the existing Code outlines provisions that must be included in such an agreement.

- Clarifies that no radio, musical instrument, loudspeaker or other form of amplified sound on the premises my violate the City's Noise Ordinance.

- Specifies that no accessory dwelling unit (ADU) may be used as a short-term vacation rental. Under State law and local policy, ADU's are intended to provide additional long-term housing in the community, not short-term vacation rentals.

- Increases administrative fines for violations of this ordinance.

    - Currently, operating a short-term vacation rental without a city permit is subject to a fine of $1,000 for each violation. This ordinance increases the fines to $1,500 for the first violation, $3,000 for the second violation within 12 months, and $5,000 for the third and each subsequent violation within 12 months.

    - For all other violations (i.e., noise and disturbance violations), the fines are increased from $500 to $1,000 for the first violation, from $750 to $2,000 for the second violation within 12 months, and from $1,000 to $3,000 for the third and each subsequent violation within 12 months.

For purposes of discussion, there are other potential policy issues that could be included into this Ordinance:

- Require all agreements between the owner/agent and the responsible party/renter to be in writing (no oral agreements).
- Require in-person check-in with the owner/agent for all responsible parties/guests (feasible?)
- Require all short-term vacation rentals to install a "Noise Aware" or similar sound monitor system that notifies the owner/agent if guests at the rental are exceeding legal noise levels.

Reason for Two Ordinances:

Given the timing of this item, Staff is presenting two ordinances for the Council's consideration:

Staff is requesting the Council to adopt Urgency Ordinance No. 1221 immediately so that the City will have updated regulations in effect for "Festival Season" which will commence in just the next few weeks. Urgency findings are included in the Urgency Ordinance and a 4/5 vote of the Council will be required to adopt it this evening.

In addition, Staff is requesting the Council to introduce Ordinance No. 1222 which is substantively the same ordinance, just not an urgency ordinance. If introduced this evening with three Council votes, Staff will bring this ordinance back for Council adoption at a subsequent meeting.

FISCAL IMPACT:

None.

ALTERNATIVES:

The City Council has the following alternatives to consider:

1. Adopt the urgency ordinance and introduce the standard ordinance;
2. Provide staff with revisions to the draft ordinances and then adopt/introduce the documents; or
3. Provide alternate direction to staff.

ATTACHMENTS:

1. Urgency Ordinance No. 1221
2. Ordinance No. 1222
3. Map of Short-Term Vacation Rentals by Neighborhood

URGENCY ORDINANCE NO. 1221

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING CHAPTER 5.80 ("REGULATION OF SHORT-TERM VACATION RENTALS") OF TITLE 5 ("BUSINESS LICENSES AND REGULATIONS") OF THE COACHELLA MUNICIPAL CODE TO AMEND AND UPDATE THE CITY'S REGULATIONS OF SHORT-TERM VACATION RENTALS, AND DECLARING THE URGENCY THEREOF.

WHEREAS, pursuant to Chapter 5.80 of Title 5 of the Coachella Municipal Code (C.M.C. §§5.80.005 through 5.80.160), the City currently licenses owners of certain residential dwelling units within the City to lease all or some of their property as short-term vacation rentals, for a term of 30 or fewer consecutive days, subject to those conditions and regulations as provided in Chapter 5.80; and

WHEREAS, at a duly noticed public meeting on November 29, 2023, the City of Coachella Planning Commission discussed various policy issues regarding short-term vacation rentals in the City and potential amendments to the City's short-term vacation rental regulations which recommendations were forwarded on to the City Council; and

WHEREAS, at a duly noticed public Study Session on July 10, 2024, the City Council discussed policy issues and potential amendments to the City's short-term vacation rental regulations; and

WHEREAS, as part of discussions with residents and interested parties in the City, the City Council hereby adopts these amendments to the City's regulations for short-term vacation rentals.

WHEREAS, the City Council finds that approval of this Urgency Ordinance is necessary to provide updated, consistent and effective regulations of short-term vacation rental businesses to be implemented in time for this year's "Festival Season", including Coachella Fest, Stagecoach, and other events which run from March through May of each year and when the bulk of short-term vacation rentals occur in the City.

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

SECTION 1. AMENDMENT TO MUNICIPAL CODE. Chapter 5.80 of Title 5 of the Coachella Municipal Code is hereby amended to read as follows:

(Note: ~~strikeout~~ is deleted text and **bold underlined** is new text)

"Title 5 Business Licenses and Regulations

Chapter 5.80 Regulation of Short-Term Vacation Rentals

Section 5.80.005. Purpose.

A. The purpose of this chapter is to establish regulations for the use of privately owned residential dwelling units as short term vacation rentals to minimize secondary impacts of such uses on surrounding residential neighborhoods **and** to ensure the collection and payment of transient occupancy taxes.

B. This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this chapter.

Section 5.80.010. Definitions.

The definitions set forth in this section shall govern the meaning and construction of the words and phrases used in this chapter, except where the context of such words and phrases clearly indicates a different meaning or construction.

"Agent" means a person or entity, who does not hold any interest in the property and who has authority to act on behalf of the owner pursuant to Section 5.80.040.

"Annual permit" means an annual permit issued by the city to allow an owner to rent a short term vacation rental pursuant to the regulations contained in this chapter. An annual permit shall have a term of one (1) year from issuance and then must be renewed as provided herein.

"Bedroom" shall mean a~~n area of~~ **room within a** short-term vacation rental ~~normally occupied and being heated or cooled by any equipment for human habitation, which consists of four walls to the ceiling, at least one of which is located along an exterior wall with a window, and contains a built-in closet~~ **designed primarily for sleeping purposes that meets the definition of the applicable California Building, Housing and related Codes currently adopted by the City**.

"Good neighbor guidelines" means a document or documents prepared by the city that summarizes the general rules of conduct, consideration, and respect, including, without limitation, provisions of this Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rentals.

"Hosting platform" or "hosting site" means a person or entity who participates in leasing short-term vacation rentals by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation. Examples include, but are not limited to, VRBO.com, Airbnb.com, homestay.com and other internet and non-internet based services that facilitate bookings for a fee.

"Owner of a short-term vacation rental" **or "owner"** shall mean the person(s) **or** entity(ies) that hold(s) **record** legal and or equitable title to the subject short term vacation rental.

~~As used in this chapter, the term "owner" shall include owner's authorized representative or agent as set forth in Section 5.80.040.~~

"Responsible party" means the lessee of a short-term vacation rental property, as set forth in any rental oral or written contract.

"Seasonal permit" means a limited-time permit issued by the city to allow an owner to rent a short term vacation rental at the owner's primary residence pursuant to the regulations contained in this chapter. A seasonal permit shall have a limited term from March 1 to June 1 in any year and shall not allow renting of the subject short term vacation rental during any other time of year. A seasonal permit then must be renewed as provided herein to be used during the limited time period in a subsequent year.

"Short-term vacation rental" shall mean a "dwelling unit" **in a residential property** as defined by the city's zoning ordinance**, or any portion thereof,** that is rented by the owner to another party for a period of not more than thirty (30) consecutive days in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other **means** lieu of cash payments. **A hotel or motel room, porch, canopy, tent, "pop-up", or other structure that is not a "dwelling unit", shall not constitute a short-term vacation rental.**

Section 5.80.020. Administration.

The provisions of this chapter shall be administered by **the** finance director or such other city employee as may be designated by the city manager, hereinafter referred to as the "permit administrator". In order to facilitate orderly administration of this chapter, the permit administrator shall have the authority to make interpretations and to promulgate administrative regulations consistent with the provisions of this chapter for the purpose of interpreting, clarifying, carrying out, furthering and enforcing the requirements and provision**s** of this chapter. A copy of such administrati**ve**~~on~~ regulations shall be on file in the office of the city clerk.

Section 5.80.030. Permit requirement.

A. No owner of a short-term vacation rental shall rent, offer to rent, or advertise for rent the short-term vacation rental to another person without a **valid and active annual or seasonal** permit approved and issued in the manner provided for by this chapter. ~~The~~ **Annual** permit**s** shall **have a term of one year from issuance and shall** be required to be renewed on an annual basis in order to remain valid **and active. Seasonal permits shall have a limited term from March 1 to June 1 of the year of issuance. Permits are non-transferrable. The permit shall be conspicuously posted inside the short-term vacation rental and, as set forth in Section 5.80.050, the City permit number shall be included on all advertisements or solicitations for the short-term vacation rental, including, but not limited to hosting sites, websites, social media postings, emails, and print advertisements.**

B. No person shall rent, offer to rent, or advertise for rent a balcony, patio, **porch, canopy, tent** or other outdoor area of a short-term vacation rental **property** ("outdoor area") if such rental does not occur in connection with the rental of the ~~remaining~~ residence or dwelling unit**, or indoor portion thereof,** to which the outdoor area is attached.

C. No owner may hold more than five permits of any kind at any one time, except that an owner holding more than five permits as of April 1, 2025, may renew those permits unless they have been revoked or not renewed. This limit shall apply collectively to any corporation, partnership, limited liability company or business entity holding a permit as an owner under this Chapter and to any other corporation, partnership, limited liability company or business entity which is established by, owned by, controlled by, or otherwise affiliated with the permit holder. For example, if a corporation that holds five legal permits under this Chapter forms another business entity, that new business entity may not obtain a permit under this Chapter due to the collective limit already being reached.

D. The City many not issue annual permits to more than twenty percent (20%) of the residential dwelling units located within any neighborhood of the City.

1. For purposes of this subsection, a "neighborhood" shall be that area identified in a final recorded subdivision map as being in that neighborhood. If there is no final recorded subdivision map for a particular neighborhood, it shall be defined as the area identified in the official neighborhood map of the city.

2. If annual permits have already been issued to more than twenty percent (20%) of the residential dwelling units located within a particular neighborhood, the city shall issue no further annual permits for short term vacation rentals in that neighborhood until sufficient annual permits have expired or have been revoked to reduce the total of issued annual permits below this twenty percent (20%) limit.

3. This limit shall not apply to the issuance of seasonal permits, provided the owner otherwise meets the applicable requirements of this chapter.

~~C~~**E**. No person shall rent, offer to rent, or advertise for rent a dwelling unit, or any portion thereof, as a short-term vacation rental to any partnership, corporation, limited liability company, commercial enterprise, or similar entity.

~~D~~**F**. No person who has rented a short-term vacation rental shall sublease such dwelling unit, or any portion thereof, to any other person or entity.

~~E~~**G**. No person shall charge a**n admission** fee or request or require a donation for entrance into any short-term vacation rental**, independent of the lawful charges and fees for renting the short-term vacation rental**.

Section 5.80.040. Authorized agent or representative.

A. An owner may authorize an agent ~~or a representative~~ to comply with the requirements of this chapter on behalf of the owner. ~~("agent")~~

B. The owner shall give prior written notice to the city of any grant of such authority, including the identity and contact information for the agent. The owner shall promptly give the city written notice of any change to any such grant of authority.

~~B~~**C**. Notwithstanding subsection (A), the owner of the short-term vacation rental is responsible for compliance with the provisions of this chapter and the owner shall not be relieved from any personal responsibility and/or personal liability for non-compliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental ~~unit~~, regardless of whether such non-compliance was committed by the owner's ~~authorized~~ agent ~~or representative~~**, a responsible party,** or the occupants of the owner's **short-term** vacation rental ~~unit~~ or their guests. Failure of an agent to comply with this chapter shall be deemed non-compliance by the owner.

Section 5.80.050. Advertising shall include permit number.

A. No person shall offer to rent or advertise for rent a short-term vacation rental without including in the offer or advertisement (whether the advertisement is **via** web**site** ~~- based~~, **hosting sites, social media posting, e-mail,** print media, radio and/or television) the city permit number applicable to the property**.** ~~in the form "Coachella Permit No._____."~~ If the offer to rent or advertisement contains different sizes of type or fonts, the permit number shall be printed in the same size type as the large type used in the main body of the offer or advertisement. In the case of audio-only advertising, the city permit number shall be read as part of the advertising.

B. Any person advertising or causing the advertisement of a short-term vacation rental that contains information regarding the maximum **overnight** occupancy of the short-term vacation rental, shall advertise only the overnight maximum occupancy limit as set forth in the permit issued pursuant to this chapter.

Section 5.80.060. Short-term vacation rental permit applications.

A. The owner or the owner's agent shall submit an application for a **new or renewed** short-term vacation rental permit required by this chapter in a form required by the city and shall contain the following information and/or documents:

1. The name, address, and telephone number of the owner of the subject short-term vacation rental ~~unit~~.

2. The name, address, and telephone number of the owner's ~~authorized~~ agent ~~or representative~~ **for the subject short-term vacation rental**, if any.

3. ~~The name, address, and 24-hour telephone number of the local contact person or agent of the owner who is available twenty-four (24) hours per day, seven days per week for the purpose of responding in-person within forty-five (45) minutes to complaints regarding the occupancy, condition, operation, conduct or use of the short-term vacation rental as well as undertaking remedial action to resolve any such complaints and/or correct any violations ("local contact person").~~ **The type of permit sought (annual or seasonal).**

~~4. Verification that the local contact person can respond in-person to the site of the short-term vacation rental unit within forty-five (45) minutes.~~

~~5~~**4**. The address of the proposed short-term vacation rental unit.

~~6~~**5**. The number of bedrooms in the short-term vacation rental unit.

~~7~~**6**. A nuisance response plan containing the information required by this chapter.

~~8~~**7**. A copy of owner's transient occupancy registration certificate and city business license.

8. An agreement in a form approved by the city and signed by the owner, whereby the owner agrees to hold harmless and indemnify the city for any actual or alleged liability arising out of conduct occurring at or rental of a short-term vacation rental.

9. An insurance certificate or other written proof of not less than $1,000,000 comprehensive general liability insurance coverage in compliance with subsection .100(R) herein, to insure against claims or injuries to persons or damages to property which may arise from or in connection with conduct occurring at or rental of a short term vacation rental.

10. Such other information as the permit administrator deems reasonably necessary to administer this chapter.

B. **Application Fee.** The permit application and ~~annual~~ renewal applications shall be accompanied by an application fee in the amount established by resolution of the city council. ~~Payment of t~~**T**he renewal fee shall be paid before a permit may be approved and before the short-term vacation rental ~~unit~~ may be subsequently

rented. **The fee shall be non-refundable and shall be sufficient to allow for comprehensive and complete enforcement of the regulations in this chapter.**

C. **If an owner submits a renewal application with the city prior to the permit's expiration date, the permit shall remain valid until the city renders a decision on the permit renewal. Any renewal of an annual permit shall have a term of one (1) year following the date of expiration of the prior permit. Any renewal of a seasonal permit shall have a term from March 1 through June 1 for the upcoming year. If an owner seeking renewal of a permit fails to provide all required application information to the city within thirty (30) days following written demand by the city, the application for renewal shall be closed out, no permit renewal shall be issued, and the owner shall be required to submit a new application and fee to the city to seek a new permit.**

~~C~~**D**. **Change in Ownership.** ~~Within fourteen (14) days of~~ **Upon** a change of property ownership, ~~change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the application~~, the **permit shall automatically expire and the successor** owner or **successor** owner's ~~authorized~~ agent ~~or representative~~ shall submit an application for a new permit, which must be obtained prior to continuing to rent the subject ~~unit~~ **property** as a short-term vacation rental. **A change in ownership of a business entity that owns a short-term vacation rental property which is subject to property tax reassessment constitutes a change of ownership for the purposes of this provision and results in the expiration of the permit. Notwithstanding the above, a change of short-term vacation-rental ownership between family members or among spouses, including as a result of death or divorce or transfer to a personal or family trust, shall not result in expiration of a permit. "Family members" shall mean spouses, as well as biological or adopted children, parents, brothers/sisters, grandparents, grandchildren, uncles, aunts, nephews or nieces of the owner. An owner shall notify the City in writing of any change in ownership, whether or not resulting in expiration of the permit, not later than fourteen (14) days after the change.**

Section 5.80.070. Content of nuisance response plans.

A. Each nuisance response plan accompanying an application for a permit required by this chapter shall contain the following information and otherwise be in a form required by the permit administrator.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit ~~or units~~ to be used as a short-term vacation rental pursuant to the permit;

2. The name, address and telephone number of the local contact person or persons who ~~is~~ **will be** available in person and by telephone **24 hours per day**, and who will be responsible for responding to or causing a prompt response **to a phone call by Code Enforcement within 15 minutes and**

within forty-five (45) minutes **in person at the rental location** to a nuisance or other complaint arising out of the occupancy, condition, operation or use of the short-term rental(s) by **responsible parties,** ~~tenants~~ **occupants**, ~~their visitors~~ and/or their guests and~~/or~~ **for** undertaking remedial action to resolve any such nuisance or other complaint or correct a violation.

~~a. No more than a total of three local contact persons shall be designated in the response plan; and~~

~~b. Only one such person shall be designated as the person responsible for responding to a nuisance or other complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.~~

~~B. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.~~

~~C~~**B**. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance or other complaint. For the purposes of this chapter, "timely corrective action" shall include, at a minimum, a telephone call to the ~~primary occupant of the short-term vacation rental~~ **responsible party** within fifteen (15) minutes of being informed **by the City** of the ~~initial~~ nuisance or other complaint;

~~D. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking or other physical characteristics, if any, that support a request for occupancy greater than two persons plus two persons per bedroom.~~

Section 5.80.080. Amendment of response plans.

At any time following the issuance of a permit required by this chapter, the owner of the short-term vacation rental being operated pursuant to such permit may change the content of the nuisance response plan ~~approved incident to the issuance of the permit~~ by filing an amended response plan with the permit administrator. Such amended response plan shall contain all of the information and be in the form required by Section 5.80.070 of this chapter, and shall be accompanied by an amended response plan fee, if any, in an amount established by the resolution of the city council **to recover the costs of review and enforcement of the nuisance response plan**.

Section 5.80.090. Permit approval and issuance.

A. Upon receipt of an application for a permit required by this chapter, the permit administrator will review the application and supporting documents, and will approve and issue a permit to the owner of the property or properties that are the

subject(s) of the application that authorizes the use and occupancy of such property as a short-term vacation rental if the permit administrator finds that the required application fee has been paid, the nuisance response plan submitted with the application conforms to the requirements of this chapter and the short-term vacation rental complies with the provisions of Section 5.80.100 of this chapter. Any permit issued shall contain on its face **its annual or seasonal status and** the overnight maximum occupancy limit as determined by Section 5.80.100 of this chapter.

B. An application may be denied if the applicant has had a prior short-term vacation rental application for the same unit revoked within the past twelve (12) calendar months. **An application for a new or renewed permit may also be denied if the owner has any unpaid city taxes or fines outstanding that the owner is responsible for, if all administrative appeals have been exhausted, unless the owner has entered into an agreement with the city for payment of said taxes or fines that allows renewal of a permit.**

~~C. In the event that a request is made by an applicant for increased overnight occupancy greater than the standard of two persons within each short-term vacation rental plus a number that will not exceed two persons per bedroom, as established by Section 5.80.100, the permit administrator may request an interior and/ or exterior site visit in order to verify the facts stated in the application and/ or may request additional written or photographic documentation from the owner. The owner shall be present during any site visit. The permit administrator's determination on an application for increased occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased occupancy. This chapter shall not be interpreted to create a property interest in potential increased occupancy.~~

Section 5.80.100. Operational requirements and performance standards established.

A. Each owner, and each ~~tenant~~ **responsible party** or occupant of a short-term vacation rental, shall at all times comply with or cause compliance with the operational and performance standards applicable to short-term vacation rentals they own, lease or occupy, as established by this section.

B. The owner **and agent** shall ensure that the short-term vacation rental complies with all applicable codes regarding fire, building and safety, and all other relevant laws and ordinances.

C. The owner shall require the **responsible party** ~~primary overnight and daytime occupant of the short-term vacation rental~~ to be an adult twenty-one (21) years of age or older ~~("primary occupant")~~. The ~~primary occupant~~ **responsible party** shall provide a telephone number to the owner and shall be accessible to the owner by telephone at all times.

D. Prior to occupancy, the owner **or agent** shall obtain the name, address, and driver's license number or a copy of the passport of the ~~primary occupant of the short-term vacation rental~~ **responsible party**. **The owner or agent shall also provide to the responsible party a copy of the City's good neighbor guidelines.** The ~~primary occupant~~ **responsible party** is legally responsible for compliance of all occupants of the short-term vacation rental or their guests with all provisions of this chapter and/or the Coachella Municipal Code. This information shall be readily available upon request of any police officer or employee of the city authorized to enforce this chapter or state law.

E. The owner shall limit overnight occupancy of the short-term vacation rental to **the following:**

1. the ~~permitted number of occupants, with the~~ maximum number of overnight occupants ~~being two persons within each short-term vacation rental plus a number that will~~ **shall** not exceed two persons per bedroom **plus two additional persons** ~~within each short-term vacation rental ("overnight maximum occupancy limit")~~. The number of bedrooms in a short-term vacation rental shall be verified by the permit administrator using county assessor and/or city building records, prior to the issuance of a permit. ~~The permit administrator in his/ her discretion may, when unusual size, interior layout, parking or other physical characteristics are shown, approve a greater maximum number of overnight occupants.~~

2. Notwithstanding the above, the city may permit increased overnight occupancy greater than the limits above for single family residential lots that are at least one-half (1/2) acre in area. An owner whose lot meets this criterion may apply to the city for increased overnight occupancy greater than the limits set forth above. The permit administrator may request an interior and/or exterior site visit in order to verify the facts stated in the application and/or may request additional written or photographic documentation from the owner to support the application for increased overnight occupancy. The owner shall be present during any site visit. The permit administrator may allow the increased overnight occupancy if he or she determines that it will not cause undue negative effects or otherwise be detrimental to the surrounding neighborhood. The permit administrator may impose reasonable time limits and conditions of approval for the increased overnight occupancy. The permit administrator's determination on an application for increased overnight occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased overnight occupancy.

F. During the hours of 10:00 p.m. through 8:00 a.m. of the following day, the short-term vacation rental shall not exceed the overnight maximum occupancy limit**.**

except as allowed by the permit administrator pursuant to subsection (E) above.

G. Parking. One (1) vehicle per bedroom shall be permitted for the rented premises with a total maximum of four (4) vehicles on any rented premises. All vehicles of occupants of the short-term residential rental shall be parked only in an approved driveway or garage on the Premises. For purposes of this chapter, a "vehicle" shall include passenger cars, trucks, towing trailers, boats and off-road vehicles. Notwithstanding the above, the permit administrator may allow for additional parking on the rented premises beyond these limits as part of an application for increased overnight occupancy under subsection (E) above.

~~G~~**H**. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days. The owner of the short-term vacation rental shall provide sufficient trash collection containers and service to meet the demand of the occupants. **No trash container shall be placed in or adjacent to a street or public right-of-way for collection service more than twenty-four (24) hours prior to the normal collection time. Containers shall be removed from, within or adjacent to the street or right-of-way within twenty-four (24) hours after collection.**

~~H~~**I**. ~~Prior to the occupancy of a~~ **A** short-term vacation rental **may be rented pursuant to either an oral or written agreement between** the owner **and the responsible party** ~~shall enter into a written rental agreement with the primary occupant~~.

1. Each written rental agreement for a short-term vacation rental shall include the following terms, notifications and disclosures, which shall also be posted in a conspicuous location inside the unit:

   a. The name, age, address of the ~~primary occupant~~ **responsible party** along with a copy of the ~~primary occupant's~~ **responsible party's** government issued identification;

   b. The maximum number of overnight occupants that are permitted pursuant to the overnight maximum occupancy limit set forth in the permit.

   c. A list containing the names of all guests that will occupy the short term vacation rental provided to the owner by the ~~primary occupant~~ **responsible party**, including a list of their vehicles by make and model and license plate numbers.

   d. An acknowledgment and agreement of the ~~primary occupant~~ **responsible party** that he or she is legally responsible for compliance of all occupants of the short-term vacation rental and

their guests with all provisions of this chapter and/or the Coachella Municipal Code.

e. Notification, acknowledgement and agreement of the ~~primary occupant~~ **responsible party** that failure to comply with the maximum **overnight** occupancy limit and/or **operational requirements in** the provisions of Section 5.80.100 and the subsequent refusal to comply with the instructions of the owner**,** **agent** and/or local contact person in order to remedy such violations, shall subject the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to an immediate order to vacate the short-term vacation rental by the owner or local contact person in accordance with the provisions contained within the rental agreement.

f. The trash pick-up day and applicable rules and regulations pertaining to leaving or storing trash or refuse on the exterior of the property.

g. Notification that the **responsible party and/or** occupant(s) may be cited or fined by the city and/or immediately evicted by the owner **or agent** pursuant to state law, in addition to any other remedies available at law, for creating a disturbance or for violating any provisions of this chapter.

h. Notification that failure to conform to the **overnight** occupancy requirements of the short-term vacation rental is a violation of this chapter.

i. Notification that amplified sound, including radios, televisions and other electronic devices are subject to the city's noise ordinance as set forth in Coachella Municipal Code Chapter 7.04.

j. A **notification about the** prohibition on illegal loud parties, along with notification of the city' s right to recover the costs of special enforcement needed to address certain loud parties under the circumstances described in Coachella Municipal Code Sections 7.05.010 through 7.05.060.

k. A **notification about the** requirement that the occupant(s) participate in neighborhood quiet hours by avoiding parties and loud social events between the hours of 10:00 p.m. and 8:00 a.m. **unless otherwise allowed by the permit administrator under subsection .100(E) of this chapter.**

l. The name of the ~~managing agency~~ **owner**, agent, ~~rental manager,~~ **or** local contact person, ~~or owner~~ of the short-term vacation rental,

and a telephone number at which **each** ~~that party~~ may be reached at all times.

m. A copy of the ~~"~~good neighbor guidelines~~"~~ which may from time to time be prepared **and amended** by the permit administrator. These guidelines may include location - specific information, such as local speed limits.

n. Notification that the property is part of the city of Coachella's short-term vacation rental program.

o. A copy of this chapter of the Coachella Municipal Code, as it may be amended from time to time.

2. The **written** rental agreement and documentation of compliance with this ~~subparagraph~~ **subsection** (~~H~~**I**) shall be maintained by the owner and/or agent for a period of three years and be made readily available upon request of the permit administrator or any police officer or employee of the city authorized to enforce this chapter or state law.

~~I~~**J**. During the rental term of each short-term vacation rental, the **owner, agent or** local contact person shall be available by phone and in-person twenty-four (24) hours per day, seven days per week for the purpose of: (i) responding **to the city and to the responsible party** by telephone within fifteen (15) minutes of complaints regarding the occupancy, condition, operation or use of the short term vacation rental; (ii) responding in-person within forty-five (45) minutes to any additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental; and (iii) taking action to resolve any complaint and/or correct any violation as set forth in ~~subparagraph~~ **subsection** (~~J~~**K**) of this Section 5.80.100.

~~J~~**K**. Upon receipt of a nuisance complaint or such other complaint or upon notification that any occupant and/or guest of the short-term vacation rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of this chapter, the Coachella Municipal Code or any state law, the owner**, agent** or the local contact person shall promptly respond to such complaint and take corrective action to remedy the complaint and prevent a recurrence of such conduct by those occupants or guests. For purposes of this paragraph, "promptly respond" shall mean a **response by telephone to the responsible party within fifteen (15) minutes of the complaint whereby the responsible party is advised of the nature of the complaint and a correction of any violation is made and a** physical presence at the premises of the short-term vacation rental **within forty-five (45) minutes to any unresolved, additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental whereby** ~~in which~~ the ~~primary occupant~~ **responsible party** or other occupan**t**~~cy~~ is advised of the nature of the complaint and a correction of any violation is made~~, or if contact with the primary occupant or~~

~~other occupancy is not required, the subject of the complaint is resolved, including the correction of any violation~~. If the nature of the violation involves an action that would take more than an hour, "promptly respond" shall mean notifying the permit administrator of the nature of the complaint and thereafter diligently pursuing to completion the correction of the violation. Failure of the owner**, agent** or the local contact person to promptly respond and/or to take timely corrective action regarding the occupancy, condition, operation, or use of the short-term vacation rental shall be a violation of this chapter and shall be grounds for the imposition of penalties as set forth in this chapter and/or revocation **or suspension** of the permit. An owner**, agent** or local contact person is not required or authorized to act as a peace officer or to intervene in situations that pose a risk to personal safety. The owner, agent or the local contact person shall keep and maintain a written log or other record of the nature of the complaint or violation and the date, and time of each complaint, disturbance, response and the corrective action taken. Such written log or record shall be readily available upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law and shall be retained for a minimum of three years.

~~K~~**L**. The owner**, agent** and/or local contact person shall order the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to immediately vacate the short-term vacation rental ~~in accordance with provisions contained within the rental agreement~~ if the ~~primary occupant~~ **responsible party** and/or guests or other occupant**s** fail to comply with the maximum **overnight** occupancy limit and/or violate the provisions of this ~~Section 5.80.100~~ **chapter** and subsequently refuse to comply with the instructions of the owner**, agent** and/or local contact person in order to remedy or correct the violation.

~~L~~**M**. The owner shall keep written records documenting compliance with all elements of the performance standards and the approved nuisance response plan. Such records shall be retained for a minimum of three years and shall be available during regular business hours upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law.

~~M~~**N**. The short-term vacation rental use shall not involve the use of commercial vehicles for the delivery of materials to and from the premises beyond those commercial vehicles normally associated with residential uses nor storage of delivered materials beyond those items which would normally be associated with a residential use of property.

~~N~~**O**. The operational requirements and performance standards may be modified by the permit administrator upon request of the owner **or agent** based upon site specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental occupant as may be required by state or federal disability laws. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to ~~a property~~ **an**

occupant such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental **by an occupant** would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

~~O. The owner and/or the owner's authorized agent or representative shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Section 5.80.070 of the Municipal Code, which shall be filed even if the vacation rental unit was not rented during each such reporting period.~~

P. The permit administrator shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject vacation rental unit are avoided or adequately mitigated.

Q. No radio receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or other any machine or device for the producing or reproducing of any sound may be operated on the vacation-rental property unless it is in compliance with the City's Noise Ordinance.

R. The owner shall, at the owner's expense, procure and maintain, for the duration of any permit, comprehensive general liability insurance with a limit of no less than $1,000,000 per occurrence to insure against claims for injuries to persons or damages to property which may arise from or in connection with rental or operation of a short term vacation rental. Such insurance shall be at least as broad as the latest version of Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

S. No accessory dwelling unit (ADU) may be rented as a short-term vacation rental in the city.

5.80.105 Payment of Transient Occupancy Taxes

A. The owner and/or the agent is responsible for collecting and remitting transient occupancy tax to the city and shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Chapter 4.28, which shall be filed even if the vacation rental unit was not rented during each such reporting period.

B. Beginning April 1, 2025, hosting platforms shall be responsible for collecting all applicable transient occupancy taxes and remitting the same to the city. The hosting platform shall be considered an agent of the owner/host for purposes of transient occupancy tax collections and remittance pursuant to Chapter 4.28.

C. Owners and/or agents shall be responsible for submitting transient occupancy tax forms reporting nightly stays and gross receipts even if a hosting platform is remitting the taxes due on their behalf.

D. Permittees making two or more late submittals in a 12-month period shall not have their permit renewed upon expiration.

E. Owners shall provide all transient occupancy tax-related documents to the city within five (5) business days of the city's written request, as more particularly set forth in Section 5.80.150. If any documents are not in the possession of an owner but are in the possession of an agent, the owner shall promptly request said documents from the agent within three (3) business days of the city's written request and the documents shall be provided to the city within five (5) business days thereafter.

F. Timely payment of applicable transient occupancy taxes for a short-term vacation rental shall not excuse an owner's noncompliance with any other provisions of this chapter and the city may impose fines or take other action as set forth in this chapter to address said noncompliance.

5.80.110. Terminating the use of a property as a short-term rental.

Where the owner of property used and occupied as a short-term vacation rental pursuant to a permit approved and issued in the manner provided for by this chapter determines to terminate such use and restore the property either to an owner-occupied residence or a long-term rental, the property owner shall promptly cause a notice of such determination**/termination** to be filed with the permit administrator. **Once such notice is received by the city, the property shall not again be leased, offered for lease or otherwise occupied as a short-term vacation rental until a new permit is obtained by the owner.**

5.80.120 Violations.

A. It is unlawful and a violation of this chapter for any person or entity owning, renting, leasing, occupying or having charge, control or possession of any real or improved property within the city of Coachella to cause, permit, maintain or allow any violation of this chapter to exist thereon. Any person who violates any provision of this chapter is guilty of a misdemeanor. Such violation is punishable as set forth in Section 1.08 of this code. Each and every day, or portion thereof, that a violation of this chapter exists constitutes a separate and distinct violation.

B. Alternatively, this chapter may be enforced through the issuance of an administrative citation in accordance with Chapter ~~1.10~~ **1.08** of this code, except that the fine for each separate violation shall be as follows: (1) an administrative fine in an amount not to exceed ~~five hundred~~ **one thousand** dollars ($~~500~~**1,000**.00) for the first citation; (2) an administrative fine an amount not to exceed ~~seven hundred and fifty~~ **two thousand** dollars ($~~750~~**2,000**.00) for a second citation issued for the same offense within a twelve-month period of the date of the first offense;

and (3) an administrative fine in an amount not to exceed ~~one~~ **three** thousand dollars ($~~1~~**3**,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.

C. Notwithstanding ~~paragraph (b)~~ **Subsection (B)** of this Section 5.80.120, operating a short term vacation rental without a valid permit shall be subject to an administrative fine in the **following** amount**s:** ~~not to exceed one thousand dollars ($1,000.00) for each citation.~~ **(1) an administrative fine in an amount not to exceed one thousand five hundred dollars ($1,500.00) for the first citation; (2) an administrative fine in an amount not to exceed three thousand dollars ($3,000.00) for a second citation issued for the same offense within a twelve-month period of the date of the first offense; and (3) an administrative fine in an amount not to exceed five thousand dollars ($5,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.**

D. In addition to the foregoing, a violation of any provision of this chapter shall constitute a public nuisance and shall be subject to abatement by the city by means of a civil action or administrative abatement pursuant to Chapter 3.10 of this code, and each day such condition continues it shall be regarded as a new and separate offense.

E. This remedies provided for in this section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

5.80.130 Permit suspension, modification or revocation.

A. In addition to any other remedy provided by this chapter, a permit issued pursuant to this chapter may be suspended, modified or revoked for **any** violation~~s~~ of this chapter, for violation of any other law on the premises of the short-term vacation rental, or for the maintenance of such other conditions as may be shown to be injurious to the public health and safety or if the applicant made any false, misleading or fraudulent statement of a material fact in the application for permit, or any report or record required to be filed pursuant to this chapter.

B. Prior to suspension, modification or revocation of a permit, a hearing shall be held thereon by the ~~city manager~~ **permit administrator** or a hearing officer designated by the ~~city manager~~ **permit administrator** ~~or his designee~~. The permittee shall be notified in writing of the grounds for suspension, modification or revocation of the permit at least ten (10) days prior to the scheduled hearing. The decision of the **permit administrator or** hearing officer shall be rendered within five **(5)** days of the hearing. The decision shall be in writing, and shall set forth the findings and

reasons for the decision. The decision of the **permit administrator or** hearing officer is final.

5.80.140 ~~Specific violations.~~ Hosting Platforms.

~~Any of the following acts or omissions arising out of the operation and use of a short term vacation rental is unlawful and constitutes a misdemeanor punishable as set forth in Section 1.08 of this code.~~

~~A. Rental, offering for rental, or advertising for rental of a dwelling unit located on any property within the city by the owner of the property as a short-term vacation rental without a permit authorizing such use that has been approved and issued in the manner required by this chapter.~~

~~B. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter or the owner's designated agent to respond to a nuisance complaint arising out of the occupancy and use of the short-term rental by a tenant, or the tenant's visitors or guests in the manner and within the time required by a nuisance response plan approved by the permit administrator incident to the issuance of such permit.~~

~~C. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter to keep a response plan required by the chapter on file with the permit administrator containing the name of the current person or persons responsible for responding to a nuisance complaint within the time required by this chapter.~~

~~D. Offering to rent or advertising for rent a short-term vacation rental without including in the offer or advertisement the city permit number applicable to the property in the form "Coachella Permit No._____" with the permit number printed in the same size type as the largest type used in the offer or advertisement.~~

~~E. Failure to comply with or cause compliance with any performance standard listed in Section 5.80.100.~~

A. Subject to applicable laws, hosting platforms shall, upon written request by the city, promptly disclose to the city each short-term vacation rental located in the city that they list, the host ID, listing ID, and names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay.

B. A hosting platform shall promptly remove any listing upon receipt of a take-down notice from the city indicating that a listing violates applicable legal requirements.

C. A hosting platform is responsible for collecting and remitting transient occupancy taxes on behalf of their hosts in accordance with this Code, either directly to the City or through the owner/agent.

D. A hosting platform shall require all hosts to include a valid permit number in a designated field dedicated to the license number.

5.80.150 Records and Inspection.

Each owner **or agent** shall provide access to each short-term vacation rental and any records related to the use and occupancy of the short-term vacation rental to the city manager or his designee at any time during normal business hours, for the purpose of inspection or audit to determine that the objective and conditions of this chapter are being fulfilled.

5.80.160 Requirements not exclusive.

The requirements of this chapter shall be in addition to any license, permit or fee required under any other provision of the Coachella Municipal Code. The issuance of any permit pursuant to this chapter shall not relieve any person of the obligation to comply with all other provisions of the Coachella Municipal Code pertaining to the use and occupancy of the short-term vacation rental or the property on which it is located."

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 3. URGENCY DECLARED/EFFECTIVE DATE. Pursuant to California Government Code Section 36937, this Ordinance is designed to protect the health, safety and welfare of the citizens of the City of Coachella and becomes effective immediately up adoption by a four-fifths (4/5) vote of the City Council. The City Council hereby finds that there is an urgent need to adopt these regulations in order to eliminate the current and immediate threats set forth above.

SECTION 4. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Coachella, pursuant to all legal requirements.

I hereby certify that the foregoing Ordinance was **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Coachella on the 26th day of February, 2025.

PASSED, APPROVED and **ADOPTED** this 26th day of February 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1221 was duly **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Coachella on the 26th day of February, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

ORDINANCE NO. 1222

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING CHAPTER 5.80 ("REGULATION OF SHORT-TERM VACATION RENTALS") OF TITLE 5 ("BUSINESS LICENSES AND REGULATIONS") OF THE COACHELLA MUNICIPAL CODE TO AMEND AND UPDATE THE CITY'S REGULATIONS OF SHORT-TERM VACATION RENTALS.

WHEREAS, pursuant to Chapter 5.80 of Title 5 of the Coachella Municipal Code (C.M.C. §§5.80.005 through 5.80.160), the City currently licenses owners of certain residential dwelling units within the City to lease all or some of their property as short-term vacation rentals, for a term of 30 or fewer consecutive days, subject to those conditions and regulations as provided in Chapter 5.80; and

WHEREAS, at a duly noticed public meeting on November 29, 2023, the City of Coachella Planning Commission discussed various policy issues regarding short-term vacation rentals in the City and potential amendments to the City's short-term vacation rental regulations which recommendations were forwarded on to the City Council; and

WHEREAS, at a duly noticed public Study Session on July 10, 2024, the City Council discussed policy issues and potential amendments to the City's short-term vacation rental regulations; and

WHEREAS, as part of discussions with residents and interested parties in the City, the City Council hereby adopts these amendments to the City's regulations for short-term vacation rentals.

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

SECTION 1. AMENDMENT TO MUNICIPAL CODE. Chapter 5.80 of Title 5 of the Coachella Municipal Code is hereby amended to read as follows:

(Note: ~~strikeout~~ is deleted text and **bold underlined** is new text)

"Title 5 Business Licenses and Regulations

Chapter 5.80 Regulation of Short-Term Vacation Rentals

Section 5.80.005. Purpose.

A. The purpose of this chapter is to establish regulations for the use of privately owned residential dwelling units as short term vacation rentals to minimize secondary impacts of such uses on surrounding residential neighborhoods **and** to ensure the collection and payment of transient occupancy taxes.

B. This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this chapter.

Section 5.80.010. Definitions.

The definitions set forth in this section shall govern the meaning and construction of the words and phrases used in this chapter, except where the context of such words and phrases clearly indicates a different meaning or construction.

"Agent" means a person or entity, who does not hold any interest in the property and who has authority to act on behalf of the owner pursuant to Section 5.80.040.

"Annual permit" means an annual permit issued by the city to allow an owner to rent a short term vacation rental pursuant to the regulations contained in this chapter. An annual permit shall have a term of one (1) year from issuance and then must be renewed as provided herein.

"Bedroom" shall mean a~~n area of~~ **room within a** short-term vacation rental ~~normally occupied and being heated or cooled by any equipment for human habitation, which consists of four walls to the ceiling, at least one of which is located along an exterior wall with a window, and contains a built-in closet~~ **designed primarily for sleeping purposes that meets the definition of the applicable California Building, Housing and related Codes currently adopted by the City**.

"Good neighbor guidelines" means a document or documents prepared by the city that summarizes the general rules of conduct, consideration, and respect, including, without limitation, provisions of this Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rentals.

"Hosting platform" or "hosting site" means a person or entity who participates in leasing short-term vacation rentals by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation. Examples include, but are not limited to, VRBO.com, Airbnb.com, homestay.com and other internet and non-internet based services that facilitate bookings for a fee.

"Owner of a short-term vacation rental" **or "owner"** shall mean the person(s) **or** entity(ies) that hold(s) **record** legal and or equitable title to the subject short term vacation rental. ~~As used in this chapter, the term "owner" shall include owner's authorized representative or agent as set forth in Section 5.80.040.~~

"Responsible party" means the lessee of a short-term vacation rental property, as set forth in any rental oral or written contract.

"Seasonal permit" means a limited-time permit issued by the city to allow an owner to rent a short term vacation rental at the owner's primary residence pursuant to the regulations contained in this chapter. A seasonal permit shall have a limited term from March 1 to June 1 in any year and shall not allow renting of the subject short term vacation rental during any other time of year. A seasonal permit then must be renewed as provided herein to be used during the limited time period in a subsequent year.

"Short-term vacation rental" shall mean a "dwelling unit" **in a residential property** as defined by the city's zoning ordinance**, or any portion thereof,** that is rented by the owner to another party for a period of not more than thirty (30) consecutive days in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other **means** lieu of cash payments. **A hotel or motel room, porch, canopy, tent, "pop-up", or other structure that is not a "dwelling unit", shall not constitute a short-term vacation rental.**

Section 5.80.020. Administration.

The provisions of this chapter shall be administered by **the** finance director or such other city employee as may be designated by the city manager, hereinafter referred to as the "permit administrator". In order to facilitate orderly administration of this chapter, the permit administrator shall have the authority to make interpretations and to promulgate administrative regulations consistent with the provisions of this chapter for the purpose of interpreting, clarifying, carrying out, furthering and enforcing the requirements and provision**s** of this chapter. A copy of such administrati**ve**~~on~~ regulations shall be on file in the office of the city clerk.

Section 5.80.030. Permit requirement.

A. No owner of a short-term vacation rental shall rent, offer to rent, or advertise for rent the short-term vacation rental to another person without a **valid and active annual or seasonal** permit approved and issued in the manner provided for by this chapter. ~~The~~ **Annual** permit**s** shall **have a term of one year from issuance and shall** be required to be renewed on an annual basis in order to remain valid **and active. Seasonal permits shall have a limited term from March 1 to June 1 of the year of issuance. Permits are non-transferrable. The permit shall be conspicuously posted inside the short-term vacation rental and, as set forth in Section 5.80.050, the City permit number shall be included on all advertisements or solicitations for the short-term vacation rental, including,**

but not limited to hosting sites, websites, social media postings, emails, and print advertisements.

B. No person shall rent, offer to rent, or advertise for rent a balcony, patio, **porch, canopy, tent** or other outdoor area of a short-term vacation rental **property** ("outdoor area") if such rental does not occur in connection with the rental of the ~~remaining~~ residence or dwelling unit**, or indoor portion thereof,** to which the outdoor area is attached.

C. No owner may hold more than five permits of any kind at any one time, except that an owner holding more than five permits as of April 1, 2025, may renew those permits unless they have been revoked or not renewed. This limit shall apply collectively to any corporation, partnership, limited liability company or business entity holding a permit as an owner under this Chapter and to any other corporation, partnership, limited liability company or business entity which is established by, owned by, controlled by, or otherwise affiliated with the permit holder. For example, if a corporation that holds five legal permits under this Chapter forms another business entity, that new business entity may not obtain a permit under this Chapter due to the collective limit already being reached.

D. The City many not issue annual permits to more than twenty percent (20%) of the residential dwelling units located within any neighborhood of the City.

1. For purposes of this subsection, a "neighborhood" shall be that area identified in a final recorded subdivision map as being in that neighborhood. If there is no final recorded subdivision map for a particular neighborhood, it shall be defined as the area identified in the official neighborhood map of the city.

2. If annual permits have already been issued to more than twenty percent (20%) of the residential dwelling units located within a particular neighborhood, the city shall issue no further annual permits for short term vacation rentals in that neighborhood until sufficient annual permits have expired or have been revoked to reduce the total of issued annual permits below this twenty percent (20%) limit.

3. This limit shall not apply to the issuance of seasonal permits, provided the owner otherwise meets the applicable requirements of this chapter.

~~C~~**E**. No person shall rent, offer to rent, or advertise for rent a dwelling unit, or any portion thereof, as a short-term vacation rental to any partnership, corporation, limited liability company, commercial enterprise, or similar entity.

~~D~~**F**. No person who has rented a short-term vacation rental shall sublease such dwelling unit, or any portion thereof, to any other person or entity.

~~E~~**G**. No person shall charge a**n admission** fee or request or require a donation for entrance into any short-term vacation rental**, independent of the lawful charges and fees for renting the short-term vacation rental**.

Section 5.80.040. Authorized agent or representative.

A. An owner may authorize an agent ~~or a representative~~ to comply with the requirements of this chapter on behalf of the owner. ~~("agent")~~

B. The owner shall give prior written notice to the city of any grant of such authority, including the identity and contact information for the agent. The owner shall promptly give the city written notice of any change to any such grant of authority.

~~B~~**C**. Notwithstanding subsection (A), the owner of the short-term vacation rental is responsible for compliance with the provisions of this chapter and the owner shall not be relieved from any personal responsibility and/or personal liability for non-compliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental ~~unit~~, regardless of whether such non-compliance was committed by the owner's ~~authorized~~ agent ~~or representative~~**, a responsible party,** or the occupants of the owner's **short-term** vacation rental ~~unit~~ or their guests. Failure of an agent to comply with this chapter shall be deemed non-compliance by the owner.

Section 5.80.050. Advertising shall include permit number.

A. No person shall offer to rent or advertise for rent a short-term vacation rental without including in the offer or advertisement (whether the advertisement is **via** web**site** ~~-based~~, **hosting sites, social media posting, e-mail,** print media, radio and/or television) the city permit number applicable to the property**.** ~~in the form "Coachella Permit No._____."~~ If the offer to rent or advertisement contains different sizes of type or fonts, the permit number shall be printed in the same size type as the large type used in the main body of the offer or advertisement. In the case of audio-only advertising, the city permit number shall be read as part of the advertising.

B. Any person advertising or causing the advertisement of a short-term vacation rental that contains information regarding the maximum **overnight** occupancy of the short-term vacation rental, shall advertise only the overnight maximum occupancy limit as set forth in the permit issued pursuant to this chapter.

Section 5.80.060. Short-term vacation rental permit applications.

A. The owner or the owner's agent shall submit an application for a **new or renewed** short-term vacation rental permit required by this chapter in a form required by the city and shall contain the following information and/or documents:

1. The name, address, and telephone number of the owner of the subject short-term vacation rental ~~unit~~.

2. The name, address, and telephone number of the owner's ~~authorized~~ agent ~~or representative~~ **for the subject short-term vacation rental**, if any.

3. ~~The name, address, and 24-hour telephone number of the local contact person or agent of the owner who is available twenty-four (24) hours per day, seven days per week for the purpose of responding in-person within forty-five (45) minutes to complaints regarding the occupancy, condition, operation, conduct or use of the short-term vacation rental as well as undertaking remedial action to resolve any such complaints and/or correct any violations ("local contact person").~~ **The type of permit sought (annual or seasonal).**

~~4. Verification that the local contact person can respond in-person to the site of the short-term vacation rental unit within forty-five (45) minutes.~~

~~5~~**4**. The address of the proposed short-term vacation rental unit.

~~6~~**5**. The number of bedrooms in the short-term vacation rental unit.

~~7~~**6**. A nuisance response plan containing the information required by this chapter.

~~8~~**7**. A copy of owner's transient occupancy registration certificate and city business license.

8. An agreement in a form approved by the city and signed by the owner, whereby the owner agrees to hold harmless and indemnify the city for any actual or alleged liability arising out of conduct occurring at or rental of a short-term vacation rental.

9. An insurance certificate or other written proof of not less than $1,000,000 comprehensive general liability insurance coverage in compliance with subsection .100(R) herein, to insure against claims or injuries to persons or damages to property which may arise from or in connection with conduct occurring at or rental of a short term vacation rental.

10. Such other information as the permit administrator deems reasonably necessary to administer this chapter.

B. **Application Fee.** The permit application and ~~annual~~ renewal applications shall be accompanied by an application fee in the amount established by resolution of the city council. ~~Payment of t~~**T**he renewal fee shall be paid before a permit may be approved and before the short-term vacation rental ~~unit~~ may be subsequently rented. **The fee shall be non-refundable and shall be sufficient to allow for comprehensive and complete enforcement of the regulations in this chapter.**

C. **If an owner submits a renewal application with the city prior to the permit's expiration date, the permit shall remain valid until the city renders a decision on the permit renewal. Any renewal of an annual permit shall have a term of one (1) year following the date of expiration of the prior permit. Any renewal of a seasonal permit shall have a term from March 1 through June 1 for the upcoming year. If an owner seeking renewal of a permit fails to provide all required application information to the city within thirty (30) days following written demand by the city, the application for renewal shall be closed out, no permit renewal shall be issued, and the owner shall be required to submit a new application and fee to the city to seek a new permit.**

~~C~~**D**. **Change in Ownership.** ~~Within fourteen (14) days of~~ **Upon** a change of property ownership, ~~change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the application~~, the **permit shall automatically expire and the successor** owner or **successor** owner's ~~authorized~~ agent ~~or representative~~ shall submit an application for a new permit, which must be obtained prior to continuing to rent the subject ~~unit~~ **property** as a short-term vacation rental. **A change in ownership of a business entity that owns a short-term vacation rental property which is subject to property tax reassessment constitutes a change of ownership for the purposes of this provision and results in the expiration of the permit. Notwithstanding the above, a change of short-term vacation-rental ownership between family members or among spouses, including as a result of death or divorce or transfer to a personal or family trust, shall not result in expiration of a permit. "Family members" shall mean spouses, as well as biological or adopted children, parents, brothers/sisters, grandparents, grandchildren, uncles, aunts, nephews or nieces of the owner. An owner shall notify the City in writing of any change in ownership, whether or not resulting in expiration of the permit, not later than fourteen (14) days after the change.**

Section 5.80.070. Content of nuisance response plans.

A. Each nuisance response plan accompanying an application for a permit required by this chapter shall contain the following information and otherwise be in a form required by the permit administrator.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit ~~or units~~ to be used as a short-term vacation rental pursuant to the permit;

2. The name, address and telephone number of the local contact person or persons who ~~is~~ **will be** available in person and by telephone **24 hours per day**, and who will be responsible for responding to or causing a prompt response **to a phone call by Code Enforcement within 15 minutes and** within forty-five (45) minutes **in person at the rental location** to a nuisance or other complaint arising out of the occupancy, condition, operation or use of the short-term rental(s) by **responsible parties,** ~~tenants~~ **occupants**, ~~their visitors~~ and/or their guests and~~/or~~ **for** undertaking remedial action to resolve any such nuisance or other complaint or correct a violation.

~~a. No more than a total of three local contact persons shall be designated in the response plan; and~~

~~b. Only one such person shall be designated as the person responsible for responding to a nuisance or other complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.~~

~~B. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.~~

~~C~~**B**. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance or other complaint. For the purposes of this chapter, "timely corrective action" shall include, at a minimum, a telephone call to the ~~primary occupant of the short-term vacation rental~~ **responsible party** within fifteen (15) minutes of being informed **by the City** of the ~~initial~~ nuisance or other complaint;

~~D. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking or other physical characteristics, if any, that support a request for occupancy greater than two persons plus two persons per bedroom.~~

Section 5.80.080. Amendment of response plans.

At any time following the issuance of a permit required by this chapter, the owner of the short-term vacation rental being operated pursuant to such permit may change the content of the nuisance response plan ~~approved incident to the issuance of the permit~~ by filing an amended response plan with the permit administrator. Such amended response plan shall contain all of the information and be in the form required by Section 5.80.070 of this chapter, and shall be accompanied by an amended response plan fee, if any, in an amount established by the resolution of the city council **to recover the costs of review and enforcement of the nuisance response plan**.

Section 5.80.090. Permit approval and issuance.

A. Upon receipt of an application for a permit required by this chapter, the permit administrator will review the application and supporting documents, and will approve and issue a permit to the owner of the property or properties that are the subject(s) of the application that authorizes the use and occupancy of such property as a short-term vacation rental if the permit administrator finds that the required application fee has been paid, the nuisance response plan submitted with the application conforms to the requirements of this chapter and the short-term vacation rental complies with the provisions of Section 5.80.100 of this chapter. Any permit issued shall contain on its face **its annual or seasonal status and** the overnight maximum occupancy limit as determined by Section 5.80.100 of this chapter.

B. An application may be denied if the applicant has had a prior short-term vacation rental application for the same unit revoked within the past twelve (12) calendar months. **An application for a new or renewed permit may also be denied if the owner has any unpaid city taxes or fines outstanding that the owner is responsible for, if all administrative appeals have been exhausted, unless the owner has entered into an agreement with the city for payment of said taxes or fines that allows renewal of a permit.**

~~C. In the event that a request is made by an applicant for increased overnight occupancy greater than the standard of two persons within each short-term vacation rental plus a number that will not exceed two persons per bedroom, as established by Section 5.80.100, the permit administrator may request an interior and/ or exterior site visit in order to verify the facts stated in the application and/ or may request additional written or photographic documentation from the owner. The owner shall be present during any site visit. The permit administrator's determination on an application for increased occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased occupancy. This chapter shall not be interpreted to create a property interest in potential increased occupancy.~~

Section 5.80.100. Operational requirements and performance standards established.

A. Each owner, and each ~~tenant~~ **responsible party** or occupant of a short-term vacation rental, shall at all times comply with or cause compliance with the operational and performance standards applicable to short-term vacation rentals they own, lease or occupy, as established by this section.

B. The owner **and agent** shall ensure that the short-term vacation rental complies with all applicable codes regarding fire, building and safety, and all other relevant laws and ordinances.

C. The owner shall require the **responsible party** ~~primary overnight and daytime occupant of the short-term vacation rental~~ to be an adult twenty-one (21) years of age or older ~~("primary occupant")~~. The ~~primary occupant~~ **responsible party** shall provide a telephone number to the owner and shall be accessible to the owner by telephone at all times.

D. Prior to occupancy, the owner **or agent** shall obtain the name, address, and driver's license number or a copy of the passport of the ~~primary occupant of the short-term vacation rental~~ **responsible party**. **The owner or agent shall also provide to the responsible party a copy of the City's good neighbor guidelines.** The ~~primary occupant~~ **responsible party** is legally responsible for compliance of all occupants of the short-term vacation rental or their guests with all provisions of this chapter and/or the Coachella Municipal Code. This information shall be readily available upon request of any police officer or employee of the city authorized to enforce this chapter or state law.

E. The owner shall limit overnight occupancy of the short-term vacation rental to **the following:**

1. the ~~permitted number of occupants, with the~~ maximum number of overnight occupants ~~being two persons within each short-term vacation rental plus a number that will~~ **shall** not exceed two persons per bedroom **plus two additional persons** ~~within each short-term vacation rental ("overnight maximum occupancy limit")~~. The number of bedrooms in a short-term vacation rental shall be verified by the permit administrator using county assessor and/or city building records, prior to the issuance of a permit. ~~The permit administrator in his/ her discretion may, when unusual size, interior layout, parking or other physical characteristics are shown, approve a greater maximum number of overnight occupants.~~

2. Notwithstanding the above, the city may permit increased overnight occupancy greater than the limits above for single family residential lots that are at least one-half (1/2) acre in area. An owner whose lot meets this criterion may apply to the city for increased overnight occupancy greater than the limits set forth above. The permit administrator may request an interior and/or exterior site visit in order to verify the facts stated in the application and/or may request additional written or photographic documentation from the owner to support the application for increased overnight occupancy. The owner shall be present during any site visit. The permit administrator may allow the increased overnight occupancy if he or she determines that it will not cause undue negative effects or otherwise be detrimental to the surrounding neighborhood. The permit administrator may impose reasonable time limits and conditions of approval for the increased overnight occupancy. The permit administrator's determination on an application for increased

overnight occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased overnight occupancy.

F. During the hours of 10:00 p.m. through 8:00 a.m. of the following day, the short-term vacation rental shall not exceed the overnight maximum occupancy limit**, except as allowed by the permit administrator pursuant to subsection (E) above**.

G. Parking. One (1) vehicle per bedroom shall be permitted for the rented premises with a total maximum of four (4) vehicles on any rented premises. All vehicles of occupants of the short-term residential rental shall be parked only in an approved driveway or garage on the Premises. For purposes of this chapter, a "vehicle" shall include passenger cars, trucks, towing trailers, boats and off-road vehicles. Notwithstanding the above, the permit administrator may allow for additional parking on the rented premises beyond these limits as part of an application for increased overnight occupancy under subsection (E) above.

~~G~~**H**. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days. The owner of the short-term vacation rental shall provide sufficient trash collection containers and service to meet the demand of the occupants. **No trash container shall be placed in or adjacent to a street or public right-of-way for collection service more than twenty-four (24) hours prior to the normal collection time. Containers shall be removed from, within or adjacent to the street or right-of-way within twenty-four (24) hours after collection.**

~~H~~**I**. ~~Prior to the occupancy of a~~ **A** short-term vacation rental **may be rented pursuant to either an oral or written agreement between** the owner **and the responsible party** ~~shall enter into a written rental agreement with the primary occupant~~.

1. Each written rental agreement for a short-term vacation rental shall include the following terms, notifications and disclosures, which shall also be posted in a conspicuous location inside the unit:

   a. The name, age, address of the ~~primary occupant~~ **responsible party** along with a copy of the ~~primary occupant's~~ **responsible party's** government issued identification;

   b. The maximum number of overnight occupants that are permitted pursuant to the overnight maximum occupancy limit set forth in the permit.

c. A list containing the names of all guests that will occupy the short term vacation rental provided to the owner by the ~~primary occupant~~ **responsible party**, including a list of their vehicles by make and model and license plate numbers.

d. An acknowledgment and agreement of the ~~primary occupant~~ **responsible party** that he or she is legally responsible for compliance of all occupants of the short-term vacation rental and their guests with all provisions of this chapter and/or the Coachella Municipal Code.

e. Notification, acknowledgement and agreement of the ~~primary occupant~~ **responsible party** that failure to comply with the maximum **overnight** occupancy limit and/or **operational requirements in** the provisions of Section 5.80.100 and the subsequent refusal to comply with the instructions of the owner**, agent** and/or local contact person in order to remedy such violations, shall subject the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to an immediate order to vacate the short-term vacation rental by the owner or local contact person in accordance with the provisions contained within the rental agreement.

f. The trash pick-up day and applicable rules and regulations pertaining to leaving or storing trash or refuse on the exterior of the property.

g. Notification that the **responsible party and/or** occupant(s) may be cited or fined by the city and/or immediately evicted by the owner **or agent** pursuant to state law, in addition to any other remedies available at law, for creating a disturbance or for violating any provisions of this chapter.

h. Notification that failure to conform to the **overnight** occupancy requirements of the short-term vacation rental is a violation of this chapter.

i. Notification that amplified sound, including radios, televisions and other electronic devices are subject to the city's noise ordinance as set forth in Coachella Municipal Code Chapter 7.04.

j. A **notification about the** prohibition on illegal loud parties, along with notification of the city' s right to recover the costs of special enforcement needed to address certain loud parties under the circumstances described in Coachella Municipal Code Sections 7.05.010 through 7.05.060.

k. A **notification about the** requirement that the occupant(s) participate in neighborhood quiet hours by avoiding parties and loud social events between the hours of 10:00 p.m. and 8:00 a.m. **unless otherwise allowed by the permit administrator under subsection .100(E) of this chapter.**

l. The name of the ~~managing agency~~ **owner**, agent, ~~rental manager,~~ **or** local contact person, ~~or owner~~ of the short-term vacation rental, and a telephone number at which **each** ~~that party~~ may be reached at all times.

m. A copy of the ~~"~~good neighbor guidelines~~"~~ which may from time to time be prepared **and amended** by the permit administrator. These guidelines may include location - specific information, such as local speed limits.

n. Notification that the property is part of the city of Coachella's short-term vacation rental program.

o. A copy of this chapter of the Coachella Municipal Code, as it may be amended from time to time.

2. The **written** rental agreement and documentation of compliance with this ~~subparagraph~~ **subsection** (~~H~~**I**) shall be maintained by the owner and/or agent for a period of three years and be made readily available upon request of the permit administrator or any police officer or employee of the city authorized to enforce this chapter or state law.

~~I~~**J**. During the rental term of each short-term vacation rental, the **owner, agent or** local contact person shall be available by phone and in-person twenty-four (24) hours per day, seven days per week for the purpose of: (i) responding **to the city and to the responsible party** by telephone within fifteen (15) minutes of complaints regarding the occupancy, condition, operation or use of the short term vacation rental; (ii) responding in-person within forty-five (45) minutes to any additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental; and (iii) taking action to resolve any complaint and/or correct any violation as set forth in ~~subparagraph~~ **subsection** (~~J~~**K**) of this Section 5.80.100.

~~J~~**K**. Upon receipt of a nuisance complaint or such other complaint or upon notification that any occupant and/or guest of the short-term vacation rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of this chapter, the Coachella Municipal Code or any state law, the owner**, agent** or the local contact person shall promptly respond to such complaint and take corrective action to remedy the complaint and prevent a recurrence of such conduct by those occupants or guests. For purposes of this paragraph,

"promptly respond" shall mean a **response by telephone to the responsible party within fifteen (15) minutes of the complaint whereby the responsible party is advised of the nature of the complaint and a correction of any violation is made and a** physical presence at the premises of the short-term vacation rental **within forty-five (45) minutes to any unresolved, additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental whereby** ~~in which~~ the ~~primary occupant~~ **responsible party** or other occupan**t**~~cy~~ is advised of the nature of the complaint and a correction of any violation is made~~, or if contact with the primary occupant or other occupancy is not required, the subject of the complaint is resolved, including the correction of any violation~~. If the nature of the violation involves an action that would take more than an hour, "promptly respond" shall mean notifying the permit administrator of the nature of the complaint and thereafter diligently pursuing to completion the correction of the violation. Failure of the owner**, agent** or the local contact person to promptly respond and/or to take timely corrective action regarding the occupancy, condition, operation, or use of the short-term vacation rental shall be a violation of this chapter and shall be grounds for the imposition of penalties as set forth in this chapter and/or revocation **or suspension** of the permit. An owner**, agent** or local contact person is not required or authorized to act as a peace officer or to intervene in situations that pose a risk to personal safety. The owner, agent or the local contact person shall keep and maintain a written log or other record of the nature of the complaint or violation and the date, and time of each complaint, disturbance, response and the corrective action taken. Such written log or record shall be readily available upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law and shall be retained for a minimum of three years.

~~K~~**L**. The owner**, agent** and/or local contact person shall order the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to immediately vacate the short-term vacation rental ~~in accordance with provisions contained within the rental agreement~~ if the ~~primary occupant~~ **responsible party** and/or guests or other occupant**s** fail to comply with the maximum **overnight** occupancy limit and/or violate the provisions of this ~~Section 5.80.100~~ **chapter** and subsequently refuse to comply with the instructions of the owner**, agent** and/or local contact person in order to remedy or correct the violation.

~~L~~**M**. The owner shall keep written records documenting compliance with all elements of the performance standards and the approved nuisance response plan. Such records shall be retained for a minimum of three years and shall be available during regular business hours upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law.

~~M~~**N**. The short-term vacation rental use shall not involve the use of commercial vehicles for the delivery of materials to and from the premises beyond those commercial vehicles normally associated with residential uses nor storage of delivered materials beyond those items which would normally be associated with a residential use of property.

~~N~~**O**. The operational requirements and performance standards may be modified by the permit administrator upon request of the owner **or agent** based upon site specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental occupant as may be required by state or federal disability laws. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to ~~a property~~ **an occupant** such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental **by an occupant** would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

~~O. The owner and/or the owner's authorized agent or representative shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Section 5.80.070 of the Municipal Code, which shall be filed even if the vacation rental unit was not rented during each such reporting period.~~

P. The permit administrator shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject vacation rental unit are avoided or adequately mitigated.

Q. No radio receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or other any machine or device for the producing or reproducing of any sound may be operated on the vacation-rental property unless it is in compliance with the City's Noise Ordinance.

R. The owner shall, at the owner's expense, procure and maintain, for the duration of any permit, comprehensive general liability insurance with a limit of no less than $1,000,000 per occurrence to insure against claims for injuries to persons or damages to property which may arise from or in connection with rental or operation of a short term vacation rental. Such insurance shall be at least as broad as the latest version of Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

S. No accessory dwelling unit (ADU) may be rented as a short-term vacation rental in the city.

5.80.105 Payment of Transient Occupancy Taxes

A. The owner and/or the agent is responsible for collecting and remitting transient occupancy tax to the city and shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Chapter 4.28, which shall be filed even if the vacation rental unit was not rented during each such reporting period.

B. Beginning April 1, 2025, hosting platforms shall be responsible for collecting all applicable transient occupancy taxes and remitting the same to the city. The hosting platform shall be considered an agent of the owner/host for purposes of transient occupancy tax collections and remittance pursuant to Chapter 4.28.

C. Owners and/or agents shall be responsible for submitting transient occupancy tax forms reporting nightly stays and gross receipts even if a hosting platform is remitting the taxes due on their behalf.

D. Permittees making two or more late submittals in a 12-month period shall not have their permit renewed upon expiration.

E. Owners shall provide all transient occupancy tax-related documents to the city within five (5) business days of the city's written request, as more particularly set forth in Section 5.80.150. If any documents are not in the possession of an owner but are in the possession of an agent, the owner shall promptly request said documents from the agent within three (3) business days of the city's written request and the documents shall be provided to the city within five (5) business days thereafter.

F. Timely payment of applicable transient occupancy taxes for a short-term vacation rental shall not excuse an owner's noncompliance with any other provisions of this chapter and the city may impose fines or take other action as set forth in this chapter to address said noncompliance.

5.80.110. Terminating the use of a property as a short-term rental.

Where the owner of property used and occupied as a short-term vacation rental pursuant to a permit approved and issued in the manner provided for by this chapter determines to terminate such use and restore the property either to an owner-occupied residence or a long-term rental, the property owner shall promptly cause a notice of such determination**/termination** to be filed with the permit administrator. **Once such notice is received by the city, the property shall not again be leased, offered for lease or otherwise occupied as a short-term vacation rental until a new permit is obtained by the owner.**

5.80.120 Violations.

A. It is unlawful and a violation of this chapter for any person or entity owning, renting, leasing, occupying or having charge, control or possession of any real or improved property within the city of Coachella to cause, permit, maintain or allow any violation of this chapter to exist thereon. Any person who violates any provision of this chapter is guilty of a misdemeanor. Such violation is punishable as set forth in Section 1.08 of this code. Each and every day, or portion thereof, that a violation of this chapter exists constitutes a separate and distinct violation.

B. Alternatively, this chapter may be enforced through the issuance of an administrative citation in accordance with Chapter ~~1.10~~ **1.08** of this code, except that the fine for each separate violation shall be as follows: (1) an administrative fine in an amount not to exceed ~~five hundred~~ **one thousand** dollars ($~~500~~**1,000**.00) for the first citation; (2) an administrative fine an amount not to exceed ~~seven hundred and fifty~~ **two thousand** dollars ($~~750~~**2,000**.00) for a second citation issued for the same offense within a twelve-month period of the date of the first offense; and (3) an administrative fine in an amount not to exceed ~~one~~ **three** thousand dollars ($~~1~~**3**,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.

C. Notwithstanding ~~paragraph (b)~~ **Subsection (B)** of this Section 5.80.120, operating a short term vacation rental without a valid permit shall be subject to an administrative fine in the **following** amount**s:** ~~not to exceed one thousand dollars ($1,000.00) for each citation.~~ **(1) an administrative fine in an amount not to exceed one thousand five hundred dollars ($1,500.00) for the first citation; (2) an administrative fine in an amount not to exceed three thousand dollars ($3,000.00) for a second citation issued for the same offense within a twelve-month period of the date of the first offense; and (3) an administrative fine in an amount not to exceed five thousand dollars ($5,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.**

D. In addition to the foregoing, a violation of any provision of this chapter shall constitute a public nuisance and shall be subject to abatement by the city by means of a civil action or administrative abatement pursuant to Chapter 3.10 of this code, and each day such condition continues it shall be regarded as a new and separate offense.

E. This remedies provided for in this section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

5.80.130 Permit suspension, modification or revocation.

A. In addition to any other remedy provided by this chapter, a permit issued pursuant to this chapter may be suspended, modified or revoked for **any** violations of this chapter, for violation of any other law on the premises of the short-term vacation rental, or for the maintenance of such other conditions as may be shown to be injurious to the public health and safety or if the applicant made any false, misleading or fraudulent statement of a material fact in the application for permit, or any report or record required to be filed pursuant to this chapter.

B. Prior to suspension, modification or revocation of a permit, a hearing shall be held thereon by the city manager **permit administrator** or a hearing officer designated by the city manager **permit administrator** or his designee. The permittee shall be notified in writing of the grounds for suspension, modification or revocation of the permit at least ten (10) days prior to the scheduled hearing. The decision of the **permit administrator or** hearing officer shall be rendered within five **(5)** days of the hearing. The decision shall be in writing, and shall set forth the findings and reasons for the decision. The decision of the **permit administrator or** hearing officer is final.

5.80.140 Specific violations. Hosting Platforms.

Any of the following acts or omissions arising out of the operation and use of a short term vacation rental is unlawful and constitutes a misdemeanor punishable as set forth in Section 1.08 of this code.

A. Rental, offering for rental, or advertising for rental of a dwelling unit located on any property within the city by the owner of the property as a short-term vacation rental without a permit authorizing such use that has been approved and issued in the manner required by this chapter.

B. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter or the owner's designated agent to respond to a nuisance complaint arising out of the occupancy and use of the short-term rental by a tenant, or the tenant's visitors or guests in the manner and within the time required by a nuisance response plan approved by the permit administrator incident to the issuance of such permit.

C. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter to keep a response plan required by the chapter on file with the permit administrator containing the name of the current person or persons responsible for responding to a nuisance complaint within the time required by this chapter.

D. Offering to rent or advertising for rent a short-term vacation rental without including in the offer or advertisement the city permit number applicable to the property in the form "Coachella Permit No._____" with the permit number printed in the same size type as the largest type used in the offer or advertisement.

~~E. Failure to comply with or cause compliance with any performance standard listed in Section 5.80.100.~~

A. Subject to applicable laws, hosting platforms shall, upon written request by the city, promptly disclose to the city each short-term vacation rental located in the city that they list, the host ID, listing ID, and names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay.

B. A hosting platform shall promptly remove any listing upon receipt of a take-down notice from the city indicating that a listing violates applicable legal requirements.

C. A hosting platform is responsible for collecting and remitting transient occupancy taxes on behalf of their hosts in accordance with this Code, either directly to the City or through the owner/agent.

D. A hosting platform shall require all hosts to include a valid permit number in a designated field dedicated to the license number.

5.80.150 Records and Inspection.

Each owner **or agent** shall provide access to each short-term vacation rental and any records related to the use and occupancy of the short-term vacation rental to the city manager or his designee at any time during normal business hours, for the purpose of inspection or audit to determine that the objective and conditions of this chapter are being fulfilled.

5.80.160 Requirements not exclusive.

The requirements of this chapter shall be in addition to any license, permit or fee required under any other provision of the Coachella Municipal Code. The issuance of any permit pursuant to this chapter shall not relieve any person of the obligation to comply with all other provisions of the Coachella Municipal Code pertaining to the use and occupancy of the short-term vacation rental or the property on which it is located."

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 4. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Coachella, pursuant to all legal requirements.

PASSED, APPROVED and **ADOPTED** this 26th day of February 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1222 was **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Coachella on the 26th day of February 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

STAFF REPORT
2/26/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project

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STAFF RECOMMENDATION:

Staff recommends that the City Council considers authorizing the City Manager to submit an application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) grant program in the amount not-to-exceed fifteen million ($15,000,000) dollars to supplement the Rancho Las Flores Park Project.

BACKGROUND:

On February 14, 1963, President Kennedy's Administration proposed legislation to establish a "Land and Water Conservation Fund" to assist states in planning, acquisition, and development of recreation lands. With bipartisan support, President Johnson signed it into law on September 3, 1964, as Public Law 88- 578, 16 U.S.C.460l-4. The Land and Water Conservation Fund grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Since 1965, over one thousand parks throughout California have been created or improved with LWCF assistance.

The Outdoor Recreation Legacy Partnership program was established in 2014 and is funded through the LWCF. ORLP is a nationally competitive program targeting grant assistance to help economically disadvantaged urban communities with no, or almost no, access to publicly available, close-by, outdoor recreation. These investments enable urban communities to create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors.

DISCUSSION/ANALYSIS:

The ORLP grant funds can be used for the acquisition and/or development of, or to substantially renovate public parks and other outdoor recreation spaces. The City of Coachella is proposing to

submit an application not to exceed $15 million for a development project to expand the existing Rancho Las Flores Park. The development application also allows funding for major support amenities, such as restrooms, parking lots, lighting and landscaping.

The application will supplement the City's Statewide Park Development and Community Revitalization Prop 68 grant that it received from the Department of Parks and Recreation to expand Rancho Las Flores Park by constructing a new amphitheater, park lighting, parking lot, concrete pathways, playground, splash pad, flower garden with fountain, outdoor exercise equipment, restroom/concession building, perimeter sidewalks/landscaping, picnic area with BBQ, dog park, drinking fountains, trees and landscaping.

The Rancho Las Flores Park project is a strong competitive project for this application, as it aligns with many of the grant criteria requirements, such as the construction of several new outdoor recreation features, environmental design considerations, community-based planning, and local partnerships. Since the City's initial award of the Statewide Park Development and Community Revitalization grant, construction costs have risen significantly due to inflation. The additional ORLP funding would help cover those costs and secure the park's successful construction.

The current budget breakdown is as follows:

Funding Source	**Amount**
Leveraging - Prop 68 Grant	$ 8,454,600
Leveraging - Park DIF	$ 268,100
ORLP Grant Request	$ 8,380,676
Project Total	**$ 17,103,376**

FISCAL IMPACT

There is a 50% minimum match requirement of the total project cost. The City will be leveraging funding from its Statewide Park Development and Community Revitalization Grant to match the 50% requirement.

ALTERNATIVES:

1. Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project

2. Not Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project