



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

March 11, 2026

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

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	If you would like to attend the meeting via Zoom, here is the link: https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,, *606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140 Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla
---	---

- Public comments may be received **either in person, via email, or via Zoom.**
 - **In Person:**
Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
 - **In Real Time via Zoom:**
If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the “**raise hand**” function on Zoom.
 - **In Writing via Email:**
If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- 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 LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Desert Valley Builders Association v. The City of Coachella, et al.
Riverside County Superior Court, Case No. RIC1900832
2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant Exposure to
Litigation Pursuant to California Government Code Section 54956.9(d)(2) One Potential Case

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

- [3.](#) Proclamation Presented to Coachella Valley High School CIF Soccer Team Champions
4. Proclamation Presented to William "Bill" Pattison, Jr.
- [5.](#) Water and Sewer Rate Study Update
6. Fiscal Year 2025-26 Mid-Year Budget Review

WRITTEN COMMUNICATIONS:

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

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.

CONSENT CALENDAR:

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

- [7.](#) Regular City Council Meeting Minutes of February 25, 2026, 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
- [8.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of March 11, 2026, \$2,587,245.54
- [9.](#) Approve Amendment #6 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the Amount of \$358,220.43 to Provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69 and Authorize the City Manager to Execute the Amendment
- [10.](#) Award a Professional Services Agreement to Walker Consultants in a Not-to-Exceed Amount of \$76,350 to Conduct an Electric Vehicle Infrastructure Study in the City of Coachella and Authorize the City Manager to Execute the Agreement
- [11.](#) Authorize a Community Based Grant to the Coachella Youth Baseball and Softball Association (CYBSA) in the Amount of \$1,000 to Purchase New Equipment
- [12.](#) Authorize the Operation of a Beer Garden on Saturday, March 21, 2026, from 5:00 p.m. to 9:00 p.m. at Veterans' Memorial Park for the 2026 Coachella Mariachi Festival and Award the Beer Garden Operator Agreement to Coachella Bar LLC
- [13.](#) Adopt Resolution 2026-14 Authorizing the City Manager or Public Works Director/City Engineer to Execute Various State and Federal Transportation Program Documents Required for Highway Projects, Including Street Right-of-Way Certifications

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [14.](#) Mayor's Appointment to the Palm Springs International Airport Commission
- [15.](#) Approve a Sponsorship Request Option for Visit Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella

- [16.](#) Consideration of Adoption of Resolution 2026-13 for the Establishment of the Joint Powers Agreement for the Formation of the Coachella Electric Finance Authority
- [17.](#) Adopt Resolution No. 2026-15 Appointing Gabriel Gonzalez as Interim City Manager Pursuant to Government Code section 21221(h)

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

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, the Coachella Valley High School Girls Soccer Team is a dedicated group of 22 student-athletes representing their school community, whose mission is to develop teamwork, discipline, leadership, and athletic excellence while providing opportunities to compete at the highest level of interscholastic soccer; and

WHEREAS, the Coachella Valley High School Girls Soccer program serves students of Coachella Valley High School, offering opportunities for athletic participation; and

WHEREAS, through dedication, discipline, and teamwork, the Coachella Valley High School Girls Soccer Team earned the title of CIF Division 5 Champions, achieving a historic milestone for their school and bringing great pride and recognition to the City of Coachella; and

WHEREAS, the accomplishments of the Coachella Valley High School Girls Soccer Team inspire youth throughout the community, encouraging younger students to pursue their highest potential both on the field and in the classroom; and

WHEREAS, the team's exceptional season and championship performance marked one of the most successful campaigns in school history, earning recognition across the region and bringing distinction and pride to their school and community; and

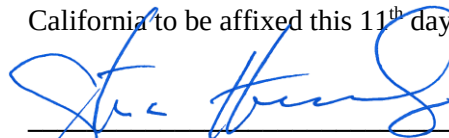
WHEREAS, the team's CIF Division 5 Championship victory represents a historic first for the Coachella Valley, elevating their school and community with pride and distinction; and

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

CVHS CIF Soccer Team Champions

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 11th day of March 2026.



Steven A. Hernandez, Mayor
City of Coachella, California



March 11, 2026

WATER AND SEWER RATE STUDY DISCUSSION

CITY OF COACHELLA

PRESENTATION TO THE CITY COUNCIL



COACHELLA
WATER AUTHORITY &
SANITARY DISTRICT
SERVICE. VALUE. QUALITY.

NewGen
Strategies & Solutions

AGENDA

- Limitations of Presentation Material
- Executive Summary
- Rate Study Background, Process, and Guiding Principles
- Water and Sewer Operating Fund Forecasts
 - Current FY 2026 Expenses and Revenues
 - Initial “Worst Case” Expense Forecasts
 - Initial “Worst Case” Rate Impacts
- Initial Analysis of Impact Fee Cash Flow and Reserves
- Study Timeline
- Community Outreach

LIMITATIONS OF PRESENTATION MATERIAL

- All data, assumptions, figures, and tables in this presentation should be considered **draft for purposes of discussion**.
- Key data inputs and refinements of assumptions and/or estimations will have material impact on the study's recommendations, and therefore the final study results may differ from what is shown in this presentation.

EXECUTIVE SUMMARY

Water System

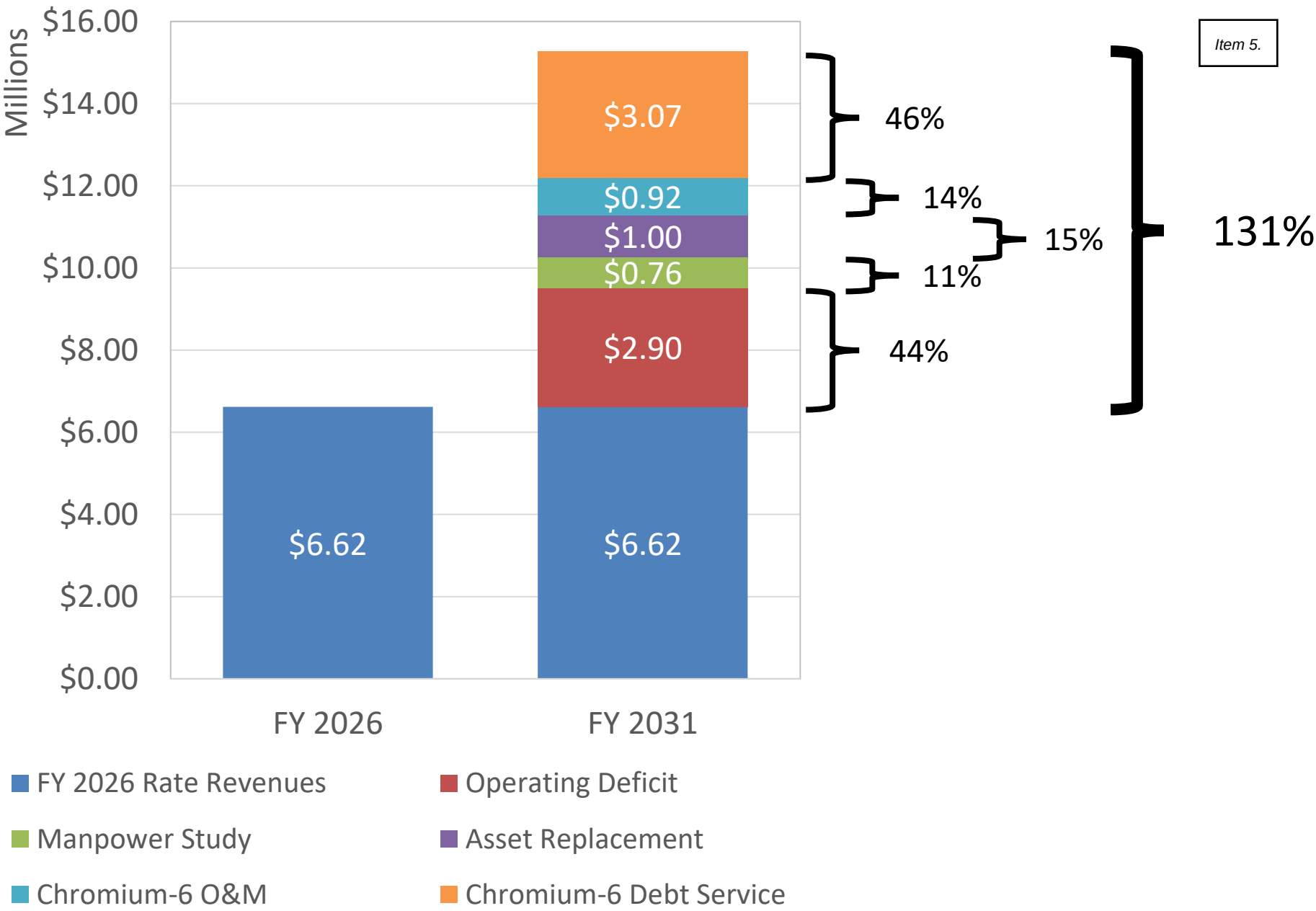
- Estimated operating cash flow deficit of \$1.6 million in FY 2026 and \$3.1 million in FY 2027 absent rate increases.
- Need to increase rate revenue by approximately 131% to fund future operations, capital investment needs, and Chromium-6 regulatory requirements.
 - “Worst Case” self-funding of Chrome-6 capital.
- Impact Fees do not reflect full cost recovery of growth-related capital costs.
 - Water Impact Fee reserves **are** sufficient to fund near-term expansion projects.

Sewer System

- Estimated operating cash flow surplus of \$656,000 in FY 2026 and \$12,000 in FY 2027 absent rate increases.
- Need to increase rate revenue by approximately 35% to fund future operations and capital investment needs.
- Sewer Impact Fees do not reflect full cost recovery of growth-related capital costs.
 - Sewer Impact Fee reserves **are not** sufficient to fund near-term expansion projects.
 - Operating reserves will support near-term expansion projects and will then be repaid.

WHAT IS DRIVING THE NEED TO INCREASE RATES?

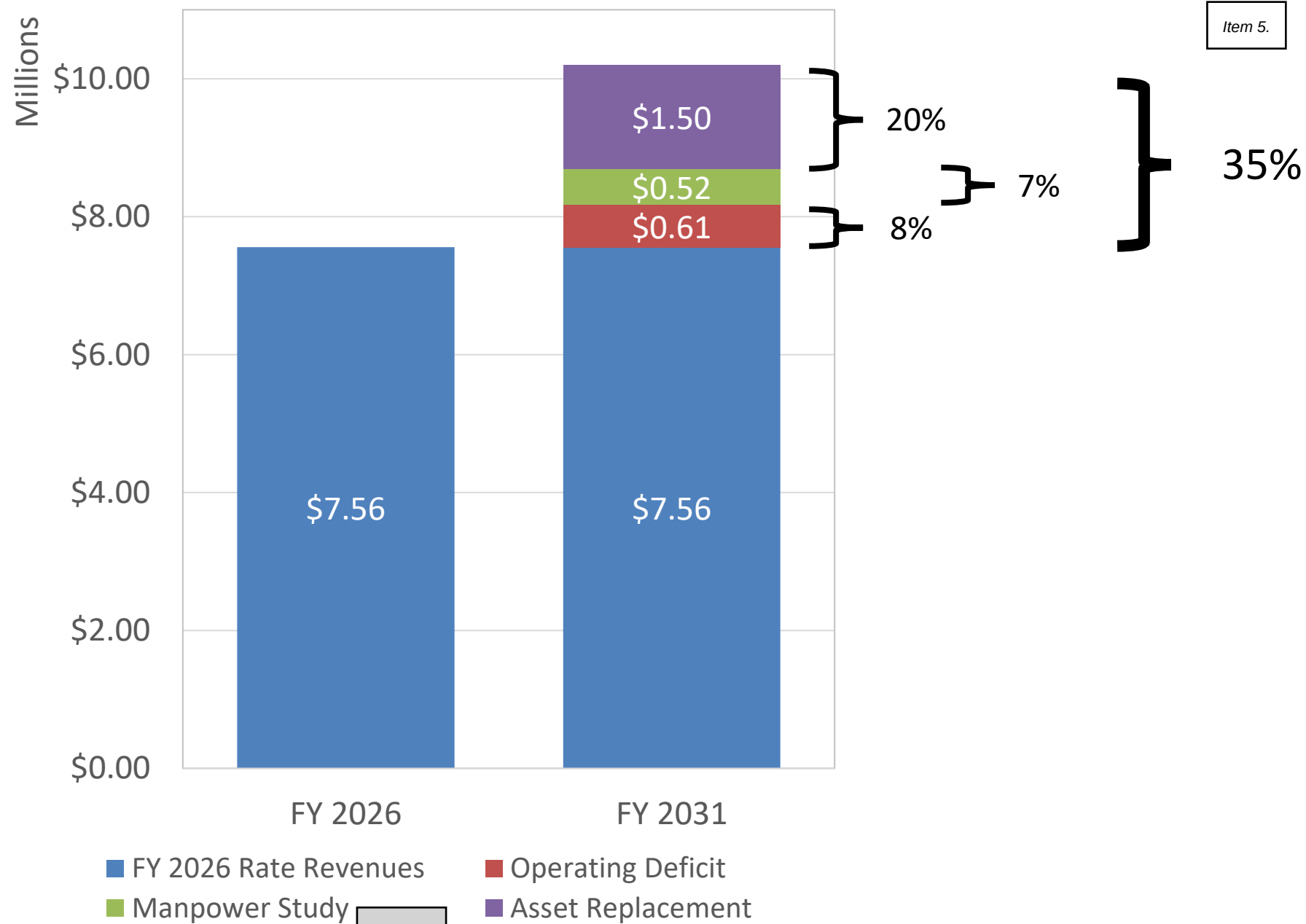
Water Rate Revenue Required – FY 2026 and FY 2031



Item 5.

WHAT IS DRIVING THE NEED TO INCREASE RATES?

Sewer Rate Revenue Required – FY 2026 and FY 2031



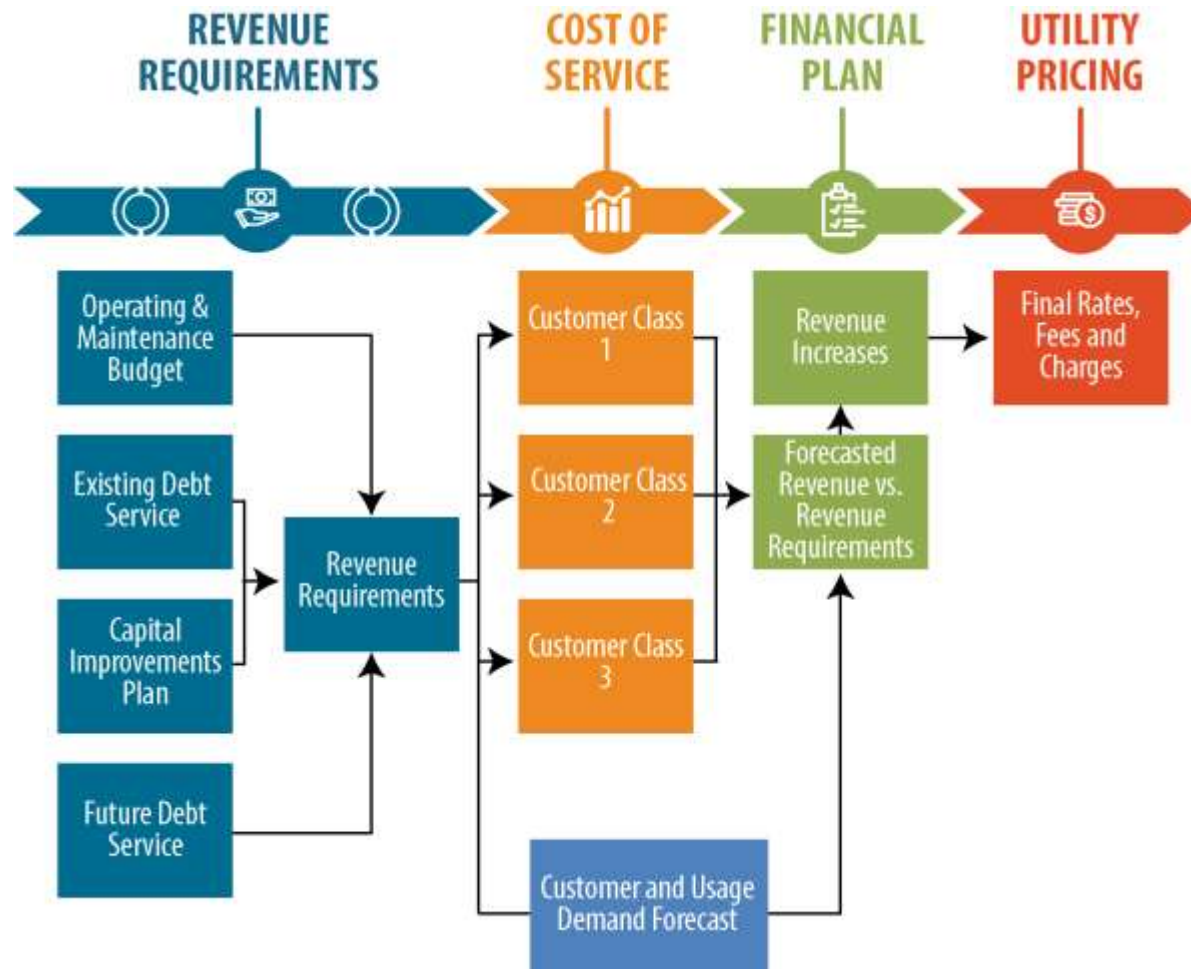
Item 5.

STUDY BACKGROUND, PROCESS, AND GUIDING PRINCIPLES

WATER AND SEWER RATE STUDY BACKGROUND

- The Coachella Water Authority and Sanitary District provide treated water distribution, sanitary sewer collection, and wastewater treatment services to over 9,000 customer connections.
- The last water rate increase was in 2015 based on a 2010 COS Study and the last sewer rate increase was in 2021 based on a 2017 COS Study.
- The City engaged NewGen to conduct Water and Sewer Rate and Impact Fee study. Key items in the Scope of Work include:
 - Evaluate future water and sanitary sewer revenue needs given expected future operating, capital, and regulatory conditions.
 - Recommend five-year water and sewer rate schedules to ensure safe, reliable, and environmentally sustainable water and sanitary sewer service.
 - Develop Impact Fees to ensure new development pays an appropriate share of growth-related capital costs.

COST OF SERVICE STUDY PROCESS



- **Revenue Requirements:**
Development of the full cost of providing water and sewer service.
- **Cost of Service:**
Allocation of revenue requirements to customer classes based on service demands.
- **Financial Plan:**
Development of a financial plan to fund each system's revenue requirements over time.
- **Utility Pricing:**
Rates designed to satisfy Cost of Service results and policy objectives.

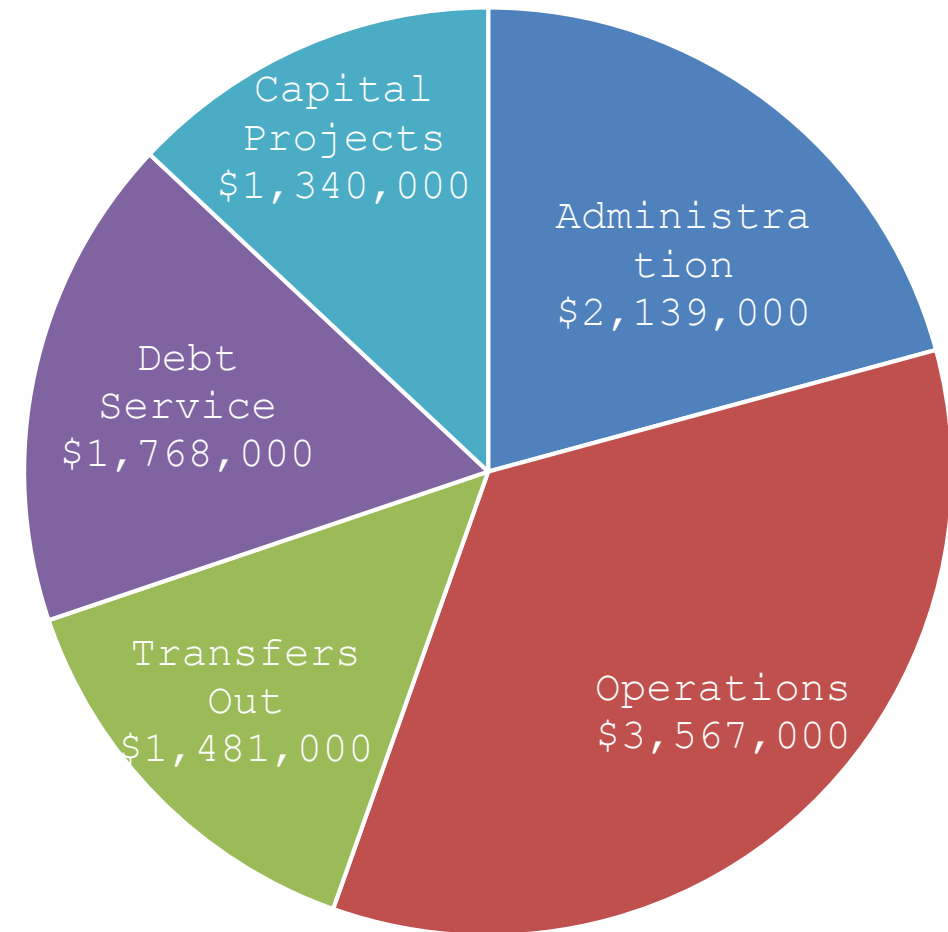
STUDY GUIDING PRINCIPLES

- Cost Causation and Fairness
 - Rates are based on the actual cost of providing service, with costs allocated to customer classes in proportion to their demand on the systems.
- Legal and Regulatory Defensibility
 - Legally defensible rates for both utilities that comply with Proposition 218.
- Financial Sustainability and Stability
 - Rates are designed to maintain adequate revenues over time, support reserve and debt coverage requirements, fund ongoing operations and capital needs, and avoid short-term fixes that create long-term risk.
- Transparency and Understandability
 - Data, assumptions, methodologies, and results are clearly documented and presented in a way that is understandable to staff, elected officials, and the public.

WATER

BASELINE WATER REVENUE REQUIREMENT (FY 2026)

- “Baseline” revenue requirement to meet current operating conditions.
- FY 2026 Capital Projects 100% grant Funded.
- Total Revenue needed from rates = \$8,284,000.
 - Total expenses less grant funded capital and non-rate revenues.
- FY 2026 Estimated Rate Revenue = \$6,620,000.



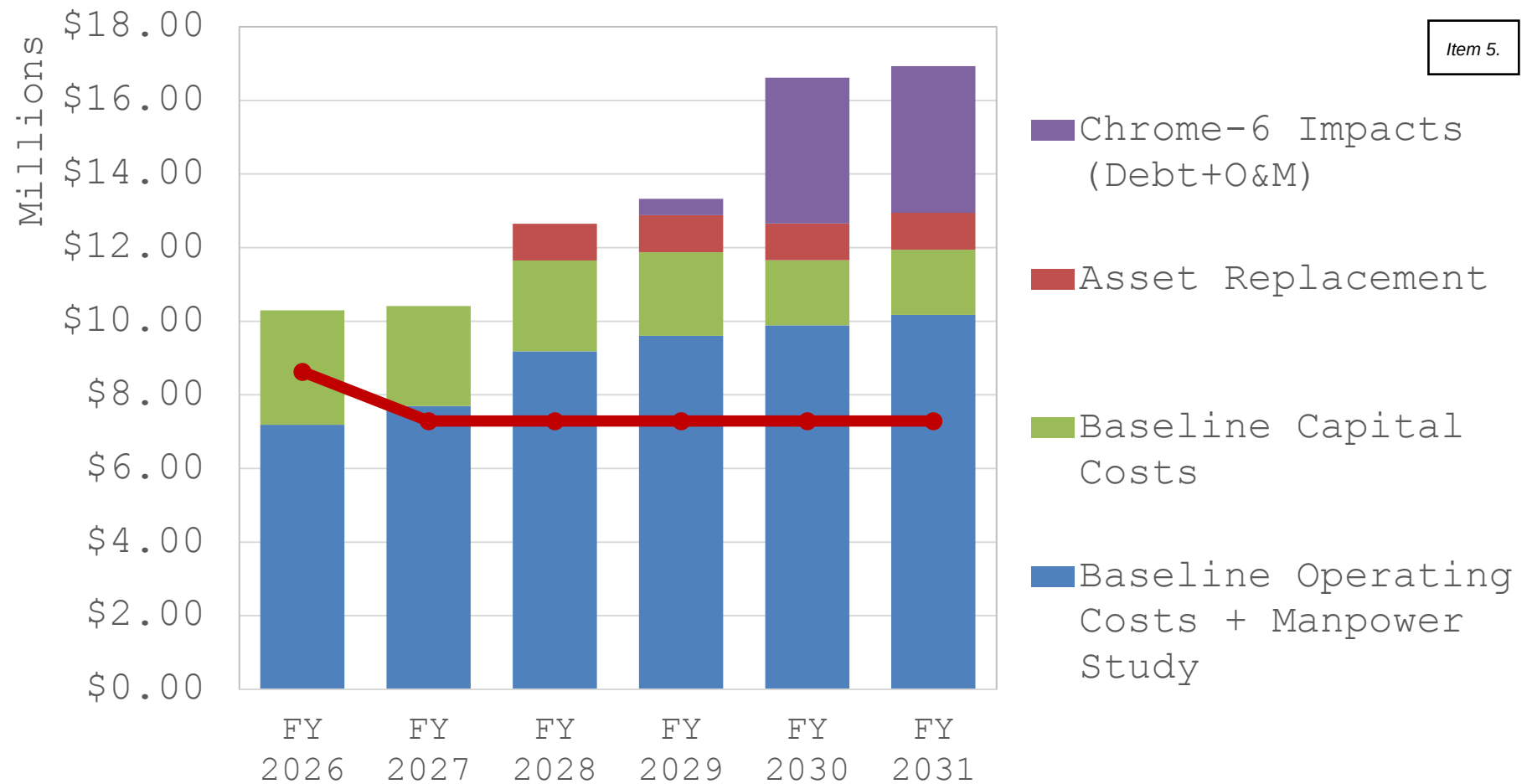
KEY ELEMENTS OF FUTURE WATER SYSTEM COSTS

- Increased operating costs (labor, benefits, materials, utilities, etc.) due to general economic inflation.
- Additional operator positions based on recently completed Manpower Study.
 - Total 6.5 new Full Time Equivalents.
- Building foundation for rehabilitation and replacement of existing system.
 - Funding depreciation of existing assets.
- Additional capital and operating costs related to the regulatory mandate to add Chromium-6 treatment to seven wells.

CHROMIUM-6 REGULATORY MANDATE

- In 2024, the State Water Resources Control Board adopted a new Maximum Contaminant Level (MCL) of 10 parts per billion (ppb) for Hexavalent Chromium (Chromium-6) in drinking water.
- The City's compliance deadline is July 3, 2031 (100% construction).
- City engaged Corona Environmental Consulting, LLC and Water Works Engineers, LLC to develop costs of complying with the new MCL. A Draft Preliminary Design report was delivered in December 2025.
- Operating Cost Impacts = \$900,000 per year
 - Additional manpower related to Chrome-6 improvements
 - Additional chemicals and electricity to run Chrome-6 treatment facilities
- Capital Cost Impacts = \$3,066,000 per year
 - Assumes 100% City financing of Chrome-6 improvements totaling \$49.1 million
 - **City is actively pursuing a Drinking Water State Revolving Fund (DWSRF) grant to fund 100% of the Chromium-6 improvements.**

WORST CASE EXPENSE VS. REVENUE FORECAST - WATER



- Decrease in FY 2027 revenue due to decrease in grant funded capital projects.
- Asset Replacement + Baseline Capital Costs = \$2.0 million per year in capital re-investment.
- Chromium-6 Capital: \$49.1 Million financed at 4.0% for 30 years.
- Revenue line assumes no water rate increases.

WORST CASE SCENARIO RATE FORECASTS

DRAFT FOR
DISCUSSION ONLY

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Overall Revenue Increase	0.0%	0.0%	65.9%	6.2%	28.2%	2.1%
Fixed Charge Increase	-	-	134.9%	6.2%	28.2%	2.1%
Volumetric Charge Increase	-	-	37.4%	6.2%	28.2%	2.1%

Monthly Meter Charges						
3/4"	\$13.80	\$13.80	\$30.90	\$32.80	\$42.06	\$42.95
1"	\$19.32	\$19.32	\$50.71	\$53.83	\$69.02	\$70.48
1 1/12"	\$24.84	\$24.84	\$100.23	\$106.40	\$136.42	\$139.31
2"	\$40.02	\$40.02	\$159.65	\$169.48	\$217.30	\$221.90
3"	\$151.82	\$151.82	\$298.30	\$316.67	\$406.02	\$414.62
4"	\$193.22	\$193.22	\$496.38	\$526.95	\$675.62	\$689.93
6"	\$289.83	\$289.83	\$991.57	\$1,052.64	\$1,349.62	\$1,378.22
8"	\$400.24	\$400.24	\$1,585.80	\$1,683.47	\$2,158.42	\$2,204.16

Volumetric Rate per HCF						
Tier 1 (0 – 41 HCF)	\$1.50	\$1.50	\$2.06	\$2.19	\$2.81	\$2.87
Tier 2 (Over 41 HCF)	\$1.65	\$1.65	\$2.27	\$2.41	\$3.09	\$3.15

WATER OPERATING CASH FLOW AND FUND BALANCE FORECAST

(Thousands)	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Revenues (Recommended Rates)	\$8,629	\$7,289	\$11,649	\$12,326	\$15,614	\$15,931
Total Expenses	\$10,294	\$10,416	\$11,649	\$12,326	\$15,614	\$15,931
Contribution to Reserves	\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000
Water Fund Cash Flow	(\$1,665)	(\$3,127)	\$1,000	\$1,000	\$1,000	\$1,000
Beginning Year Water Fund Balance	\$3,857	\$3,532	\$405	\$1,405	\$2,405	\$3,405
Net Cash Flow	(\$1,665)	(\$3,127)	\$1,000	\$1,000	\$1,000	\$1,000
End of Year Water Fund Balance	\$2,192	\$405	\$1,405	\$2,405	\$3,405	\$4,405
Minimum Recommended Fund Balance	\$1,790	\$1,915	\$2,282	\$2,497	\$2,675	\$2,752
Over / (Under) Minimum	\$402	(\$1,510)	(\$877)	(\$92)	\$730	\$1,653
Debt Service Coverage Ratio	0.74x	0.47x	2.13x	2.04x	1.29x	1.30x

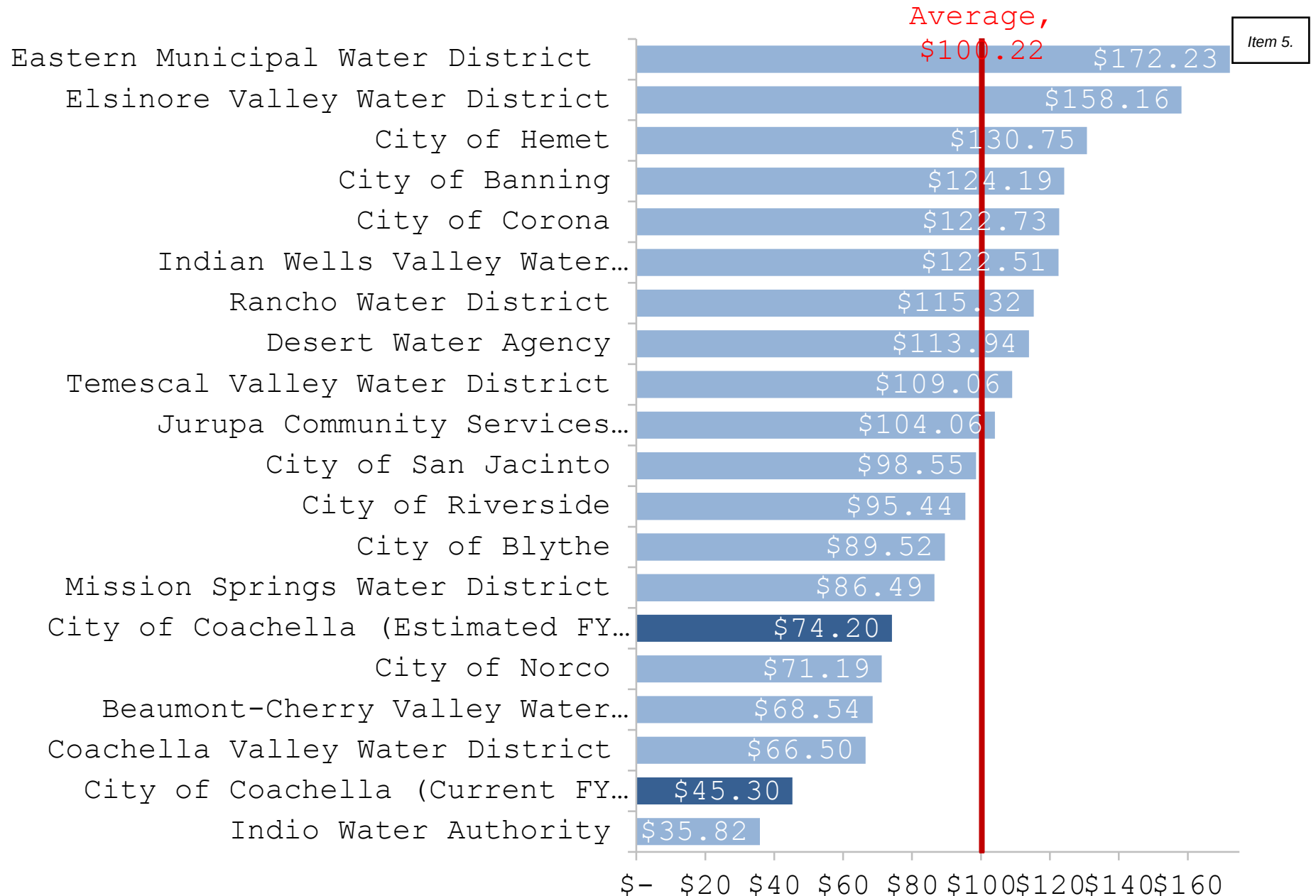
- Assumes adoption of rates shown previously.

CUSTOMER BILL COMPARISON NOTES

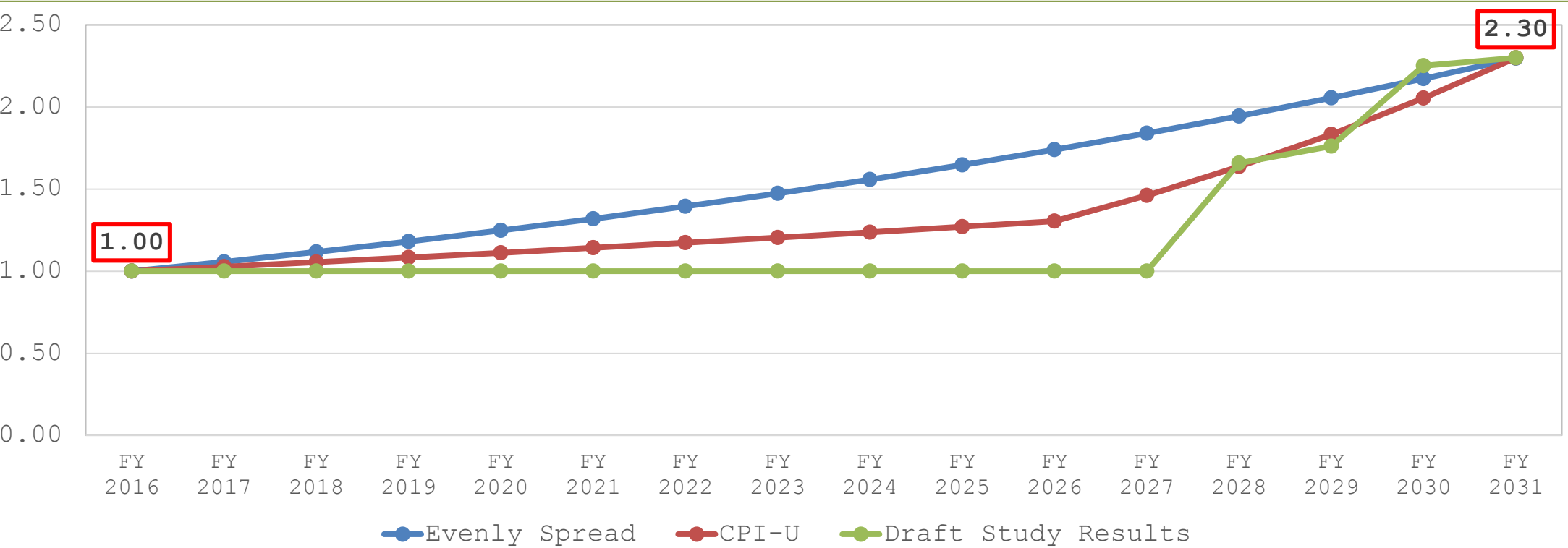
- The City's average Single-Family Residential (SFR) customer has a 3/4" meter and uses 21 Hundred Cubic Feet (HFC) of water per month (about 15,700 gallons).
- NewGen developed bill comparisons for this average City SFR customer as if they were in other regional service areas.
- In some cases, NewGen needed to make assumptions to account for different rate structures.
 - Indoor Use / Outdoor Use / Excessive Use water budgets
- The following comparison is for informational purposes only and does not influence our recommendations for the City's rates.

AVERAGE SFR MONTHLY BILL COMPARISON (3/4" METER, 21 HCF)

Note: Sample bills reflect currently available information on rate forecasts through FY 2028.



HISTORICAL WATER RATE INCREASE SCENARIOS (FY 2016 = 1.00)

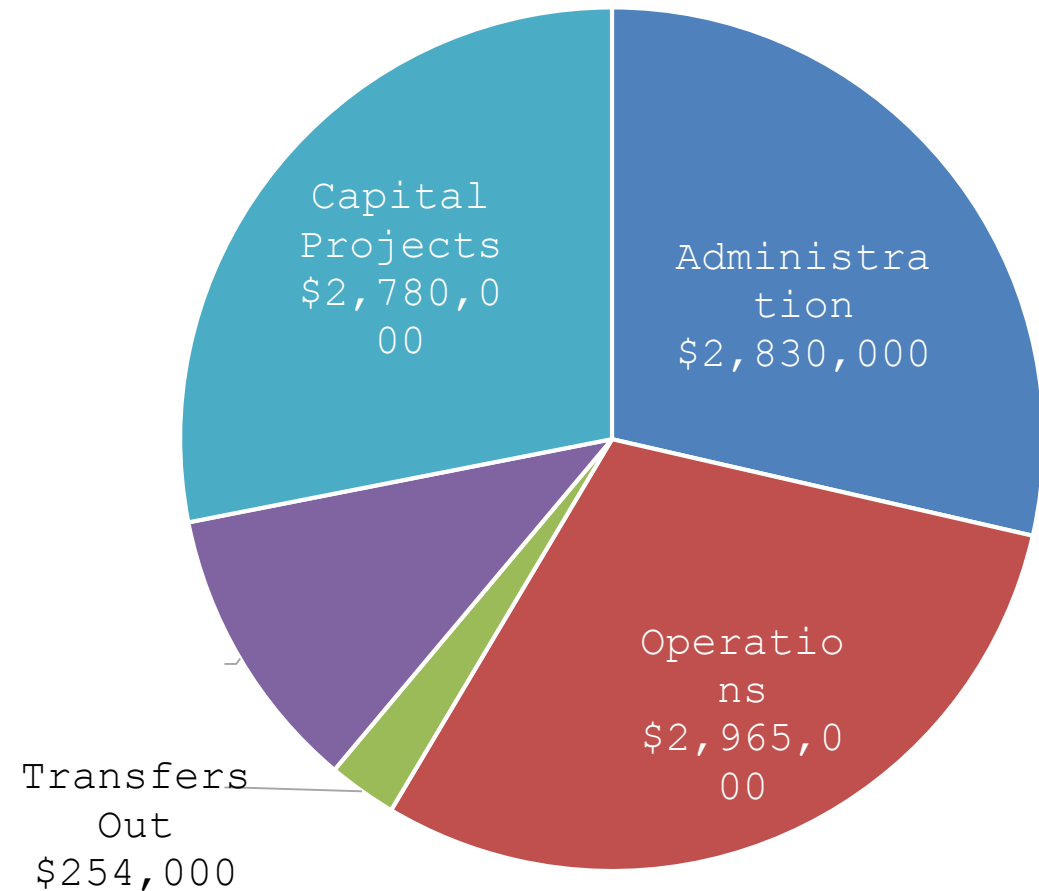


	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Evenly Spread	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%
CPI-U	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	12.0%	12.0%	12.0%	12.0%	12.0%
Draft Study Results	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	65.9%	6.2%	27.9%	2.1%

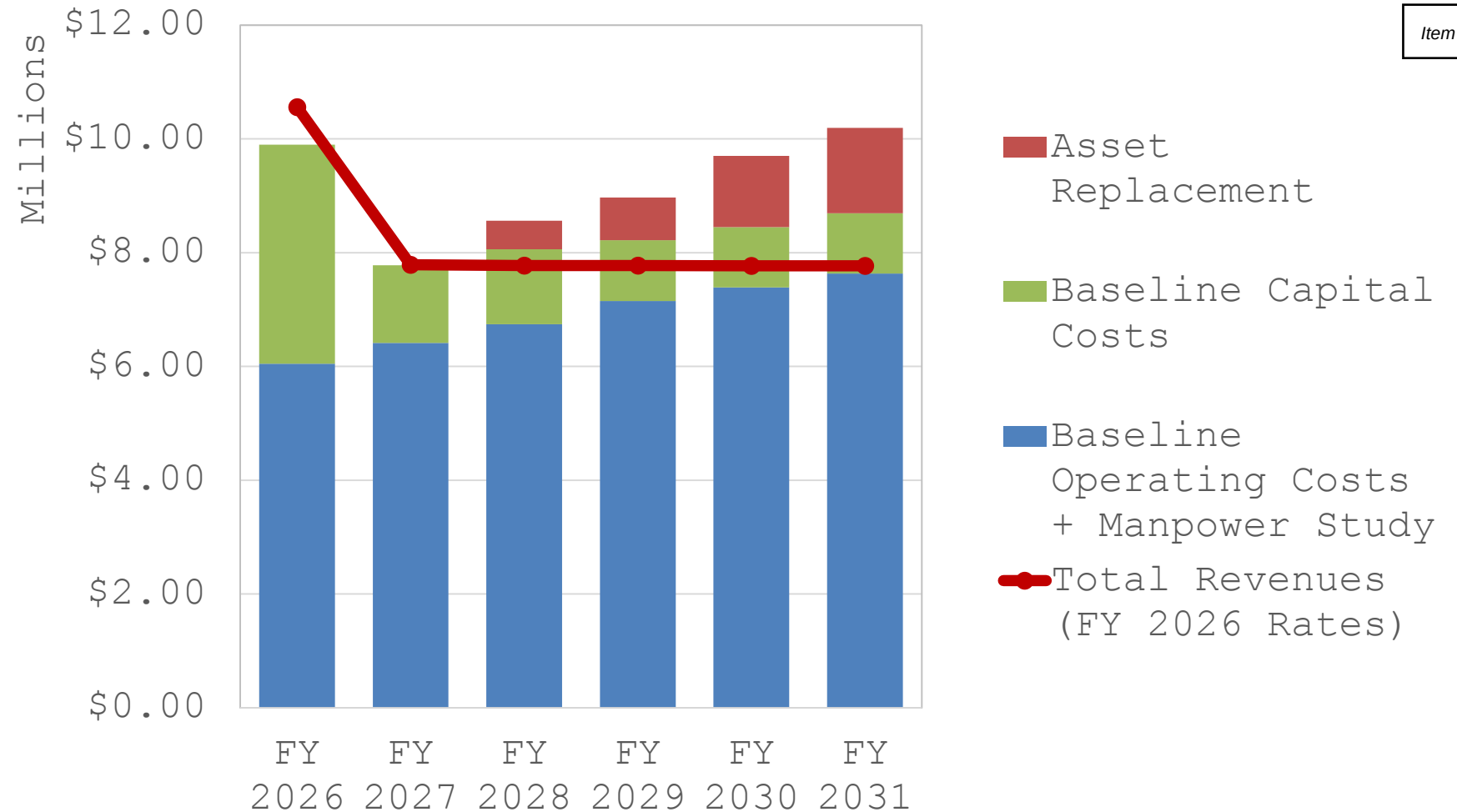
SEWER

BASELINE SEWER REVENUE REQUIREMENT (FY 2026)

- “Base” revenue requirement to meet current operating conditions.
- FY 2026 Capital Projects 100% grant Funded.
- Total Revenue needed from rates = \$6,901,000.
 - Total expenses less grant funded capital and non-rate revenues.
- FY 2026 Estimated Rate Revenue = \$7,560,000.



PRELIMINARY EXPENSE VS. REVENUE FORECAST - SEWER



- Decrease in FY 2027 revenues is the result of removal of one-time grant revenues in FY 2026.
- Asset Replacement spending phased-in to \$1.5 million by FY 2031.

WORST CASE SCENARIO RATE FORECASTS

DRAFT FOR
DISCUSSION ONLY

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Overall Rate Revenue Increase		0.0%	10.4%	4.8%	8.4%	5.2%
SFR Monthly Fixed Fee	\$49.74	\$49.74	\$54.93	\$57.79	\$62.68	\$65.93
Commercial/MFR/Mobile						
3/4"	\$24.08	\$24.08	\$27.01	\$28.91	\$31.38	\$33.01
1"	\$40.11	\$40.11	\$45.02	\$48.18	\$52.30	\$55.02
1 1/2"	\$80.24	\$80.24	\$90.04	\$96.36	\$104.61	\$110.03
2"	\$128.39	\$128.39	\$144.07	\$154.17	\$167.37	\$176.05
3"	\$256.76	\$256.76	\$270.12	\$289.07	\$313.82	\$330.09
4"	\$401.19	\$401.19	\$450.21	\$481.78	\$523.03	\$550.15
6"	\$802.36	\$802.36	\$900.41	\$963.56	\$1,046.05	\$1,100.31
8"	\$1,283.78	\$1,283.78	\$1,440.66	\$1,541.69	\$1,673.68	\$1,760.49
Volumetric Rate per HCF						
Multi-Family/Mobile Units	\$3.55	\$3.55	\$3.86	\$4.00	\$4.33	\$4.55
Commercial Low	\$3.09	\$3.09	\$3.08	\$3.19	\$3.45	\$3.63
Commercial Medium	\$4.00	\$4.00	\$4.71	\$4.87	\$5.28	\$5.55
Commercial High	\$8.90	\$8.90	\$12.37	\$12.79	\$13.86	\$14.58
Institutional	\$3.04	\$3.04	\$3.00	\$3.10	\$3.36	\$3.54

Item 5.

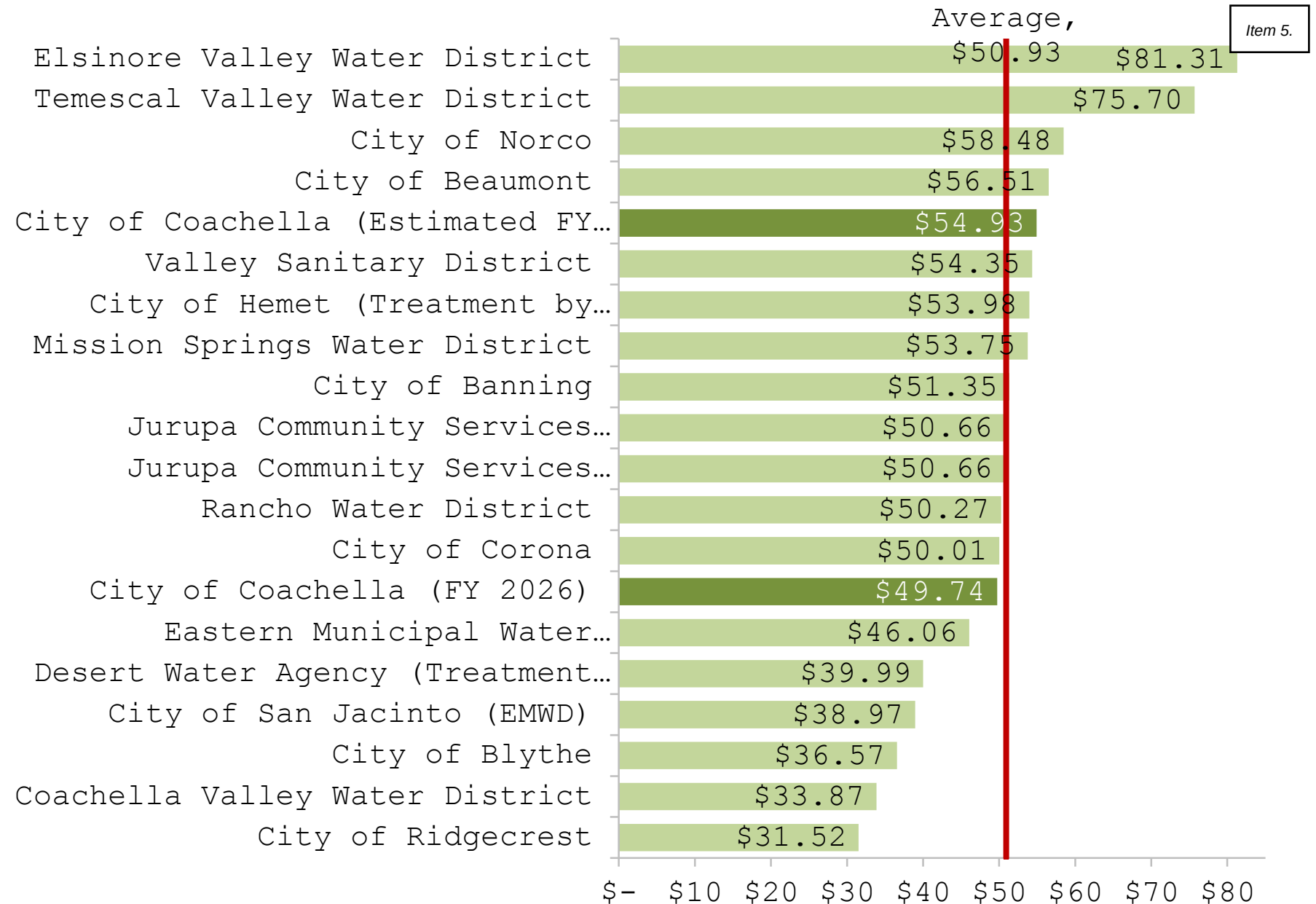
SEWER OPERATING CASH FLOW AND FUND BALANCE FORECAST

(Thousands)	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Revenues (Recommended Rates)	\$10,557	\$7,790	\$8,560	\$8,967	\$9,699	\$10,193
Total Expenses	(\$9,898)	(\$7,778)	(\$8,562)	(\$8,967)	(\$9,699)	(\$10,193)
Transfer (to) / from Impact Fees	(\$1,107)	(\$4,738)	\$691	(\$1,817)	\$806	\$806
Sewer Fund Cash Flow	(\$448)	(\$4,726)	\$689	(\$1,817)	\$806	\$806
Beginning Year Water Fund Balance	\$8,750	\$8,300	\$3,573	\$4,264	\$2,447	\$3,252
Net Cash Flow	(\$448)	(\$4,726)	\$689	(\$1,817)	\$806	\$806
End of Year Sewer Fund Balance	\$8,302	\$3,574	\$4,262	\$2,447	\$3,253	\$4,058
Minimum Recommended Fund Balance	\$1,496	\$1,585	\$1,790	\$1,953	\$2,134	\$2,256
Over / (Under) Minimum	\$6,806	\$1,989	\$2,472	\$494	\$1,119	\$1,802
Debt Service Coverage Ratio	2.49x	2.20x	2.17x	1.97x	2.01x	2.05x

- Assumes adoption of rates shown previously.

BILL COMPARISON: AVERAGE SFR

Note: Sample bills reflect currently available information on rate forecasts through FY 2028.



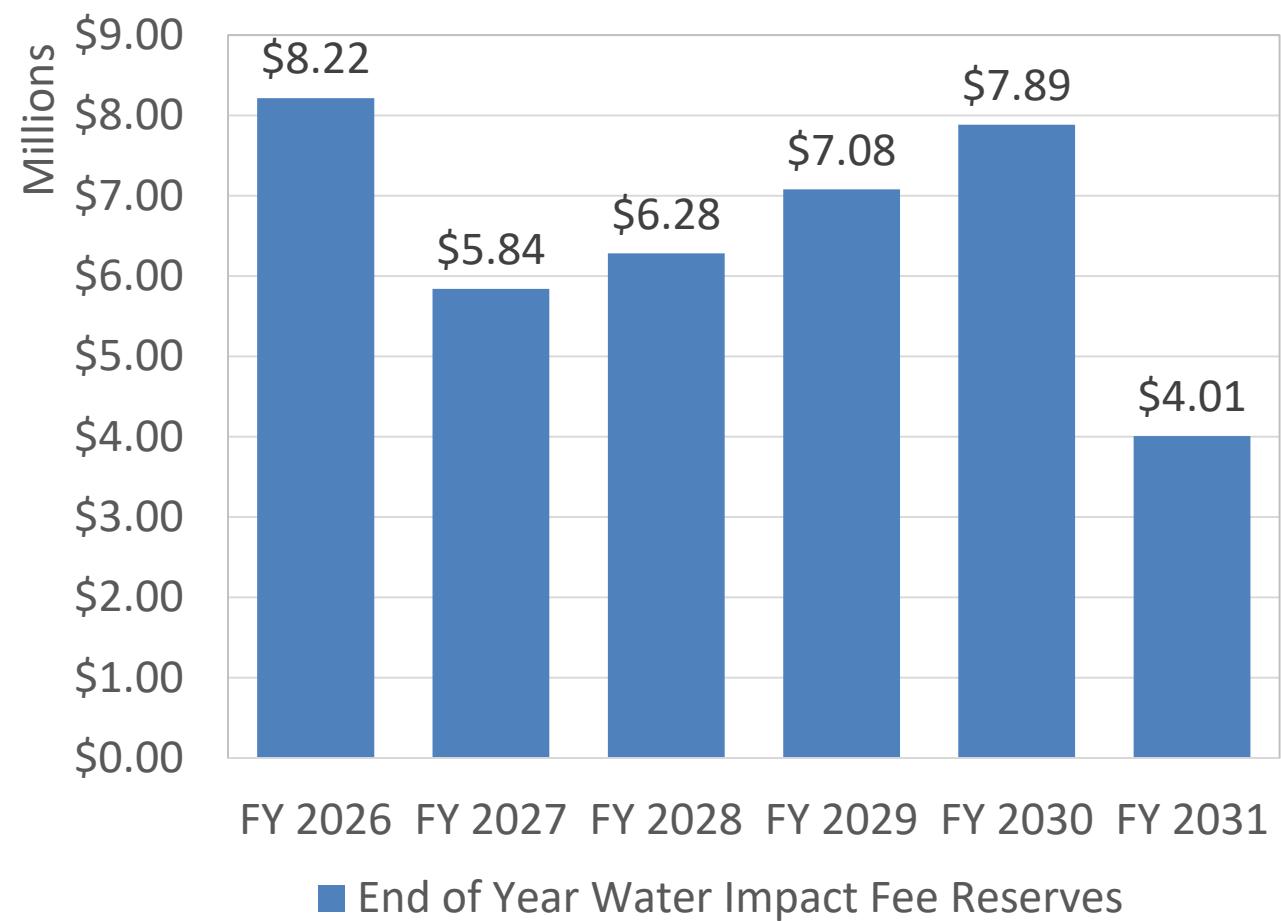
IMPACT FEES

IMPACT FEES BACKGROUND

- California's Mitigation Fee Act requires agencies to demonstrate a clear nexus and reasonable relationship between new development, the facilities funded, and the fee amount.
 - Must not exceed the reasonable cost of providing the service attributable to new development.
- Impact Fee Calculation Requires:
 - Determination of future capacity needs of new development.
 - Identification of growth-related capital improvement costs.
 - Allocation of proportionate share attributable to new development.

WATER IMPACT FEE RESERVES FORECAST

- Estimated \$15.65 million in Impact Fee funds available FY 2026 – FY 2031:
 - \$10.80 million in reserves
 - \$4.85 million in revenues
- Future water expansion CIP: \$11.64 million.
- Estimated reserves remaining in FY 2031= \$4.01 million



SEWER IMPACT FEE RESERVES FORECAST

- Sewer Impact Fee reserves have been depleted as of the end of FY 2025.
- Sewer growth-related projects will be funded with transfers from the Sewer Operating Fund and re-paid as Sewer Impact Fees are recovered.
- Sewer Impact Fee reserves will not be retained until full repayment to the Operating Fund.

Five-Year Forecast	FY 2026 – FY 2031
Transfers in from Operating Reserves	\$7,662,706
Repayments to Operating Reserves	(\$2,303,021)
Remaining Balance Owed	\$5,359,685

STUDY TIMELINE AND OUTREACH PLAN

STUDY TIMELINE

- Rates must be adopted prior to submission of DWSRF Application Financial Package (July 2027)
- Study's recommendations predicated on "worst case" full self-financing of Chromium-6 improvements (i.e., no DWSRF grant)
- Estimated Rate Study Timeline
 - Draft Report: December 2026
 - Final Report: January 2027
 - Approve Mailing of Prop 218 Notices: January 2027
 - Public Hearing and Rate Adoption: April/May 2027
 - Water and Sewer Rates Effective July 1, 2027

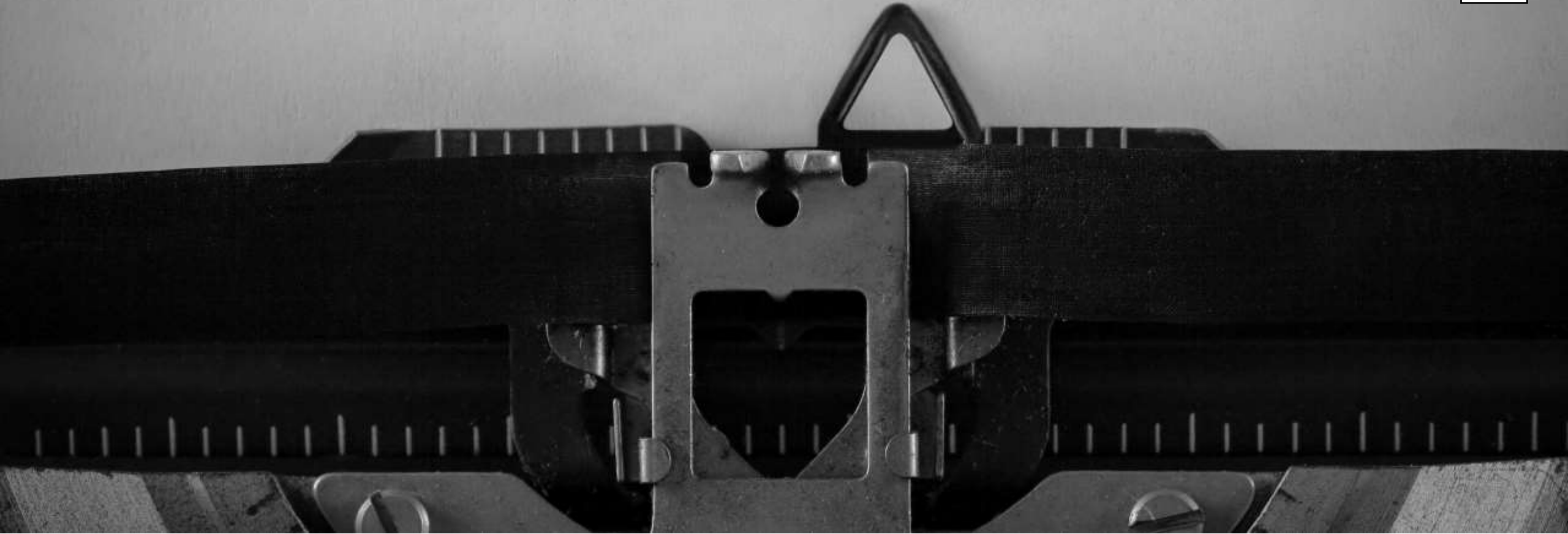
COMMUNITY OUTREACH

- City plans to retain a public relations firm before the end of the fiscal year to support the communication of the need to increase water and sewer rates.
- Anticipated outreach plan implementation 4th Quarter 2026 or 1st Quarter 2027 based on Council feedback.



Any Questions?

Item 5.



THANK YOU

NEWGEN STRATEGIES AND SOLUTIONS
900 BESTGATE ROAD, SUITE 402
ANNAPOLIS, MD 21401

ERIC CALLOCCHIA, PARTNER
ECALLOCCHIA@NEWGENSTRATEGIES.NET



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 25, 2026

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

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	If you would like to attend the meeting via Zoom, here is the link: https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140 Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla
---	---

- Public comments may be received **either in person, via email, or via Zoom.**

- In Person:**

Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.

- In Real Time via Zoom:**

If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the “**raise hand**” function on Zoom.

- In Writing via Email:**

If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- 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: - 4:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 4:03 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Delgado (arrived at 4:27 p.m.), Councilmember Virgen (arrived at 4:21 p.m.), Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez

City Clerk and City Treasurer

APPROVAL OF AGENDA:

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

Motion: To approve the agenda with the modification to postpone item #6 to the City Council meeting on March 25, 2026.

Made by: Councilmember Perez

Seconded by: Mayor Pro Tem Dr. Figueroa

Approved: 3-0

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

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado, and Councilmember Virgen

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
City Labor Negotiator: City Manager William Pattison
Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees
3. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
City Labor Negotiator: City Manager William Pattison
Employee Organization: Teamsters Local 1932 Representing Mid-Management/Sanitary/Water Employees

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

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

PLEDGE OF ALLEGIANCE:

City Treasurer led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

4. Proclamation Recognizing National Engineers Week
5. Visit Greater Palm Springs Updates
6. Blue Zones Project Coachella Presentation

WRITTEN COMMUNICATIONS:

1. James Rodriguez

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

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

None

CONSENT CALENDAR:

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

7. Regular City Council Meeting Minutes of February 11, 2026, 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
8. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of February 25, 2026, \$2,533,670.64
9. Authorize the Renewal of Zoom Unified Communication Services for the Amount of \$26,704.54
10. Authorize the City Manager to Execute the Letter Agreement with Zambelli Fireworks for a Special Event Pyrotechnic Program for the City's 2026 Fourth of July Program, in the amount of \$57,330
11. Authorize the City Manager to Execute the Professional Service Agreement with Albert A. Webb Associates to provide Professional Engineering and Landscape Architecture Services for the Coachella Active Transportation and Urban Greening Projects, City Projects P-27, P-28, P-33, ST-142 and ST-143

Motion: To approve the Consent Calendar

Made by: Mayor Hernandez

Seconded by: Councilmember Virgen

Approved: 5-0: Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

12. Approve vehicle leases for FY 2025/26 with Enterprise Fleet Management Inc.

Authorize the City Manager to approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for the following units: (2) 2026 Ford F250 XL 4x4, (4) 2026 Ford Maverick XL Hybrid AWD, (7) 2026 Ford F150 XL 4x4.

Motion: To approve vehicle leases for FY 2025/26 with Enterprise Fleet Management Inc.

Authorize the City Manager to approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for the following units: (2) 2026 Ford F250 XL 4x4, (4) 2026 Ford Maverick XL Hybrid AWD, (7) 2026 Ford F150 XL 4x4.

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Dr. Figueroa

Approved: 5-0: Unanimous roll call vote:

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

13. Construction Contract with Vance Corporation in the Amount of \$449,070.06 Plus 10% Contingency for the Construction of the Bella Canto Pavement Rehabilitation Project, City Project No.ST-132

Motion: To approve Construction Contract with Vance Corporation in the Amount of \$449,070.06 Plus 10% Contingency for the Construction of the Bella Canto Pavement Rehabilitation Project, City Project No.ST-132

Made by: Mayor Hernandez
Seconded by: Councilmember Virgen
Approved: 5-0: Unanimous roll call vote:

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

14. Authorize the City Manager to Execute Amendment #2 to the Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224 in the Amount of \$360,000

Councilmember Perez recused herself from item #14 at 7:22 p.m. and returned at 7:25 p.m.

Motion: To authorize the City Manager to Execute Amendment #2 to the Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224 in the Amount of \$360,000

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Dr. Figueroa
Approved: 4-0:

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:48 p.m.

Angela Zepeda
City Clerk

apChkLst
03/03/2026 12:28:25PM

Check List
City of Coachella

Page: 1

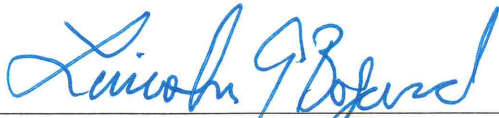
Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3362	1/13/2026	48066	US BANK	Sta 12/26/25	12/26/2025 ACC XXXX-XXXX-XXXX-0925,	28,467.05	28,467.05
F FOR WELLS FARGO BANK -SEPARATE CHECK:							28,467.05

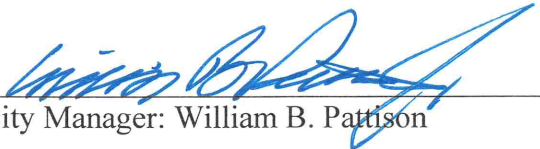
1 checks in this report.

Grand Total All Checks: 28,467.05

Date: January 13, 2026



Finance Director: Lincoln Bogard



City Manager: William B. Pattison

apChkLst
03/03/2026 11:03:04AM

Check List
City of Coachella

Page: 1

Bank : wfb WELLS FARGO BANK

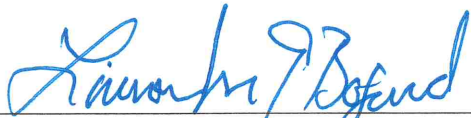
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
124591	3/11/2026	56655	BRIDGELINE INVESTMEN	Ref000257658	3/2/2026	UB Refund Cst #00060575	55.11	55.11
124592	3/11/2026	56645	CECENA, ANNA KARINA	Ref000257648	3/2/2026	UB Refund Cst #00001101	30.85	30.85
124593	3/11/2026	56656	GARCIA, GABRIEL	Ref000257659	3/2/2026	UB Refund Cst #00060830	104.44	104.44
124594	3/11/2026	56654	GRACE, ROGER	Ref000257657	3/2/2026	UB Refund Cst #00060346	49.80	49.80
124595	3/11/2026	56647	MURILLO, PALOMA	Ref000257650	3/2/2026	UB Refund Cst #00038071	90.69	90.69
124596	3/11/2026	56649	MV A24 LLC	Ref000257652	3/2/2026	UB Refund Cst #00059394	69.36	69.36
124597	3/11/2026	56650	MV A24 LLC	Ref000257653	3/2/2026	UB Refund Cst #00059573	88.76	88.76
124598	3/11/2026	56651	MV A24 LLC	Ref000257654	3/2/2026	UB Refund Cst #00059576	96.70	96.70
124599	3/11/2026	56652	PULTE GROUP CO LLC	Ref000257655	3/2/2026	UB Refund Cst #00060149	12.21	12.21
124600	3/11/2026	56653	ROJAS, RANDY	Ref000257656	3/2/2026	UB Refund Cst #00060275	41.23	41.23
124601	3/11/2026	56646	THE TONY AND MARGIE I	Ref000257649	3/2/2026	UB Refund Cst #00018647	236.25	236.25
124602	3/11/2026	56648	VASQUEZ, ARMANDO	Ref000257651	3/2/2026	UB Refund Cst #00058925	14.50	14.50

Sub total for WELLS FARGO BANK: 889.90

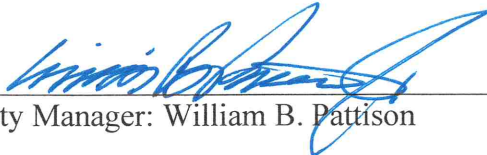
12 checks in this report.

Grand Total All Checks: 889.90

Date: March 11, 2026



Finance Director: Lincoln Bogard



City Manager: William B. Pattison

apChkLst
03/04/2026 8:06:08AM

Check List
City of Coachella

Page: 1

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3363	3/11/2026	54859	AMAZON CAPITAL SERV	1VH6-X6GT-TX	2/18/2026	CAT6 DUAL SHIELDED ETHER	367.52
				149G-6NMG-NN	2/7/2026	6PK MEXICAN BANNERS PAP	351.24
				1L6J-YY4R-3MM	2/19/2026	APPLE PENCIL PRO, TEMPE	255.45
				1TF4-K6M4-DT7	2/5/2026	12PC MEXICAN TABLE RUNN	200.04
				13LK-99FT-MRJ	1/26/2026	GENUINE CORE MINI-P REPL	150.27
3364	3/11/2026	49989	ANDREAS LLC	88326	2/3/2026	BUSINESS CARDS: D. DELGA	271.01
				88282	1/26/2026	BUSINESS CARDS: M. RODRI	153.29
				88355	2/26/2026	BUILDING & SAFETY BUSINE	147.55
				88353	2/26/2026	BUSINESS CARDS: V. SANCH	135.50
3365	3/11/2026	53291	ANGENIOUS ENGINEERIN	19-07A-062	1/31/2026	PE1/31 AVE 50 BRIDGE	978.32
3366	3/11/2026	45929	BECK OIL, INC.	199396	1/31/2026	PE1/31 BLDG/PLANNING DEP	163.61
				198894	1/28/2026	DIESEL FUEL	1,302.68
				201035	2/15/2026	PE2/15 WATER DEPT FUEL	1,254.17
				201070	2/15/2026	PE2/15 SANITARY DEPT FUEL	959.53
				201034	2/15/2026	PE2/15 STREETS DEPT FUEL	726.22
				199429	1/31/2026	PE1/31 CODE ENF DEPT FUE	480.14
				201059	2/15/2026	PE2/15 CODE ENF DEPT FUE	450.48
				201038	2/15/2026	PE2/15 PARKS DEPT FUEL	409.99
				199402	1/31/2026	PE1/31 STREETS DEPT FUEL	406.83
				199406	1/31/2026	PE1/31 PARKS DEPT FUEL	393.70
				199444	1/31/2026	PE1/31 BLDG MAINT DEPT FL	228.25
				201074	2/15/2026	PE2/15 BLDG MAINT DEPT FL	203.51
				201028	2/15/2026	PE2/15 BLDG/PLANNING DEP	177.61
				201030	2/15/2026	PE2/15 LLMD DEPT FUEL	164.43
				199420	1/31/2026	PE1/31 VEHICLE MAINT DEPT	141.59
				199421	1/31/2026	PE1/31 SENIOR CNTR FUEL	91.95
				199395	1/31/2026	PE1/31 ENG DEPT FUEL	91.62
				201027	2/15/2026	PE2/15 ENG DEPT FUEL	91.00
				201075	2/15/2026	PE2/15 ADMIN DEPT FUEL	81.70
				199398	1/31/2026	PE1/31 LLMD DEPT FUEL	80.32
				201052	2/15/2026	PE2/15 VEHICLE MAINT DEPT	66.64
				199445	1/31/2026	PE1/31 ADMIN DEPT FUEL	54.75
							8,020.72

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3367	3/11/2026	43462	BEST BEST & KRIEGER, L	1054435	2/26/2026	PE1/31, #80237, GENERAL RE	37,637.00
				1054443	2/26/2026	PE1/31, #80237.00857, RENEV	10,646.00
				1054440	2/26/2026	PE1/31, #80237.00500, PRA RI	9,000.00
				1054441	2/26/2026	PE1/31, #80237.00810, LABOF	8,003.50
				1054437	2/26/2026	PE1/31, #80237.00027, COVA	7,185.20
				1054439	2/26/2026	PE1/31, #80237.00445, DESEF	6,346.70
				1054445	2/26/2026	PE1/31, #80237.00869, AFFOF	6,029.00
				1054444	2/26/2026	PE1/31, #80237.00866, KPC SI	5,388.40
				1054446	2/26/2026	PE1/31, #80237.00883, AIRPO	5,141.60
				1054436	2/26/2026	PE1/31, #80237.00026, APYA	1,700.00
				1054442	2/26/2026	PE1/31, #80237.00840, CANNA	1,086.02
				1054438	2/26/2026	PE1/31, #80237.00211, CODE	519.20
							98,682.62
3368	3/11/2026	50977	BRISAS AIR CONDITIONIN	2026-8911	1/28/2026	RPLC'D 3.5 TON, 460-VOLT C	8,335.00
				2026-8922	1/29/2026	SVC'D A/C UNITS/MINI SPLIT	7,749.45
				2026-8919	1/29/2026	SVC'D A/C UNITS/MINI SPLIT	3,038.52
				2026-8931	1/29/2026	SVC'D A/C UNITS @ 1540 7TH	2,177.01
				2026-8918	1/29/2026	SVC'D A/C UNITS @ 1515 6TH	1,995.03
				2026-8932	1/29/2026	SVC'D A/C UNITS/MINI SPLIT	1,347.50
				2026-8923	1/29/2026	SVC'D A/C UNITS @ COUNCIL	1,081.00
				2026-8921	1/29/2026	SVC'D A/C UNITS @ 51251 DC	894.52
				2026-8926	1/29/2026	SVC'D A/C UNITS/WINDOW U	767.50
				2026-8916	1/29/2026	SVC'D A/C UNITS @ 1515 6TH	643.50
				2026-8924	1/29/2026	SVC'D A/C UNITS @ 1515 6TH	627.00
				2026-8927	1/29/2026	SVC'D A/C UNITS @ 1500 6TH	516.00
				2026-8928	1/29/2026	SVC'D A/C UNITS @ 1517 6TH	487.00
				2026-8925	1/29/2026	SVC'D A/C UNITS @ 1540 7TH	467.50
				2026-8929	1/29/2026	SVC'D A/C UNITS @ 1538 7TH	427.00
				2026-8917	1/29/2026	SVC'D WINDOW UNIT/MINI SI	300.00
				2026-8915	1/29/2026	SVC'D A/C UNIT @ 1500 6TH	258.00
				2026-8930	1/29/2026	SVC'D A/C UNITS @ 1536 7TH	227.00
				2026-8920	1/29/2026	SVC'D WINDOW UNIT @ 1515	163.50
				2026-8910	1/28/2026	A/C SVC CALL @ CORP YARD	125.00
							31,627.03
3369	3/11/2026	02320	CALPERS	1000000182133	2/17/2026	#6373819375, MAR2026 HEAL	144,281.99
				1000000182133	2/17/2026	#6373819375, MAR2026 HEAL	14,516.01
							158,798.00
3370	3/11/2026	46730	CALPERS	1000000181821	1/14/2026	2026 RPLCMNT BENEFIT CNT	7,113.12
							7,113.12

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3371	3/11/2026	44307	CIVICPLUS LLC	363169	2/25/2026	AP2026/27 NEXTREQUEST &	14,976.00
3372	3/11/2026	44036	DE LAGE LANDEN PUBLIC	595980854	2/18/2026	ACC #4209609, COLOR COPIE	392.10
				595839725	2/9/2026	ACC #1338330, COLOR COPIE	216.41
3373	3/11/2026	43672	DESERT VALLEY SERVICE	690843	1/15/2026	NITRILE GLOVES, DETERGE	175.80
3374	3/11/2026	44713	FARMER BROTHERS CO.	95679017	2/17/2026	COFFEE, CREAMER, JACKET	1,496.45
				95679019	2/17/2026	COFFEE, CREAMER, HONEY,	849.26
				95679018	2/17/2026	CREAMER & COFFEE	319.36
3375	3/11/2026	55908	GALLAGHER BENEFIT SE	2026049779	2/20/2026	JAN2026 CITY MANAGER REC	6,250.00
3376	3/11/2026	00207	GRAINGER INC	9782674189	1/23/2026	SUBMERSIBLE SUMP PUMP	712.24
				9792640592	2/2/2026	CONFINED SPACE FAN	482.61
				9792640584	2/2/2026	AVR UPS SYSTEMS	329.05
				9782806773	1/23/2026	SHELF BINS	232.30
3377	3/11/2026	51892	HERC RENTALS, INC.	36228573-001	1/27/2026	1/7-20 BOOM STRAIGHT RNT	2,405.02
3378	3/11/2026	00996	HOME DEPOT	9010770	1/27/2026	HDPE POND LINER, DEWALT	496.85
				3012606	2/12/2026	SS BIRD SPIKE 10FT X 5IN, E	425.36
3379	3/11/2026	51539	MICHAEL BAKER INTERN.	1261535	9/22/2025	PE8/24 AVE 50 EXTENSION P,	2,716.00
3380	3/11/2026	56561	MUNICIPAL RESOURCE C	260152	2/13/2026	JAN2026 LEADERSHIP COAC	2,243.60
3381	3/11/2026	47192	O'REILLY AUTO PARTS	2855-474736	2/6/2026	REMAN RK & PIN, ETC	238.06
				2855-474738	2/6/2026	BATTERY	217.31
				2855-474739	2/6/2026	BATTERY	184.69
				2855-474737	2/6/2026	CTRL ARM ASY	153.03
				2855-474740	2/6/2026	WHL BEARING & OIL SEAL	49.92
				2855-474742	2/6/2026	1QT MOTOR OIL & OIL LIGHT	47.62
				2855-474741	2/6/2026	5QT MOTOR OIL, ETC	39.99
3382	3/11/2026	09800	PERMA	INV498	2/13/2026	2025-26 Q3 LIABILITY TRUST	26,300.00
3383	3/11/2026	31705	RIVERSIDE COUNTY FIRE	235835	2/18/2026	FY25/26- 2ND QTR FIRE PRO	1,466,560.13
3384	3/11/2026	55682	SALCIDO, SANDRA E.	9	2/27/2026	JAN2026 ZUMBA CLASSES	390.00
3385	3/11/2026	55817	VESTIS SERVICES, LLC	DEC2025 GRFT	12/31/2025	PE12/31, CUST #6136434, UNI	154.15
				NOV2025 GRFT	11/30/2025	PE11/30, CUST #6136434, UNI	123.32
3386	3/11/2026	50629	VINTAGE ASSOCIATES, IN	239582	1/15/2026	JAN2026 LNDSCPE MAINT @	13,017.50
				239587	1/15/2026	JAN2026 LNDSCPE MAINT @	10,135.00
				239585	1/15/2026	JAN2026 LNDSCPE MAINT @	7,132.50
				239583	1/15/2026	JAN2026 LNDSCPE MAINT @	5,247.00
				239588	1/15/2026	JAN2026 LNDSCPE MAINT @	5,201.50
							40,733.50

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3387	3/11/2026	51697	WESTERN WATER WORK	1413780-00	1/16/2026	4 FLG X 5FT DI SPOOL, 4X60	1,327.96
				1413848-00	1/28/2026	6FT 25LB DIGGING BAR, REE	838.69
				1413773-00	1/16/2026	6 CL305 DR14 C900 PVC PIPE	368.45
3388	3/11/2026	54433	WEX BANK	110745044	2/23/2026	ACC 0496-00-726338-7, 1/24-2	2,087.54
3389	3/11/2026	00384	WILLDAN FINANCIAL SER	010-64934	2/19/2026	PE1/31 COST ALLOCATION PI	1,200.00
3390	3/11/2026	53800	WILMINGTON TRUST N. /	20250831-83482	8/31/2025	CFD 2018-1 SPEC TAX FD	2,000.00
3391	3/11/2026	54719	YUNEX LLC	90006137	1/27/2026	RPLC'D NWC HAWK X-WALK	32,747.10
				90006139	1/27/2026	RPLC'D SWC HAWK X-WALK	32,747.10
T FOR WELLS FARGO BANK -SEPARATE CHECK:							1,950,478.65

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
124603	3/11/2026	54921	ADVANTAGE LASER PRO 178677	2/12/2026	PREMIUM W1470A MICR TON	320.00	320.00
124604	3/11/2026	02137	AGGREGATE PRODUCTS 61260	1/28/2026	ACCM-9.5MM (3/8") STATE CC	10,430.95	10,430.95
124605	3/11/2026	50148	AIR EXCHANGE, INC. 91615288	8/7/2025	RPLC'D UPPER HOSE ON SB	3,748.55	
			91616291	12/11/2025	RPLC'D GRABBER 160 BELO	703.19	4,451.74
124606	3/11/2026	56642	BEAZLEY SECURITY LLC INV6566	1/30/2026	BUSINESS EMAIL COMPROM	7,500.00	7,500.00
124607	3/11/2026	56619	BELLO-LEON, JENNIFER Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00	250.00
124608	3/11/2026	56633	BILL CRANE SERVICE INC 328	1/21/2026	1/21 CRANE SVC @ 87075 AV	1,600.00	1,600.00
124609	3/11/2026	54157	BRAX COMPANY, INC. 62971	1/30/2026	PIONEER PUMP SUCTION CH	837.93	837.93
124610	3/11/2026	52723	BRIGHT EVENT RENTALS 909242	2/9/2026	2/7 TTC FESTIVAL RNTLS	3,987.40	
			909245	2/9/2026	2/7 TTC FESTIVAL RNTLS	3,792.24	
			909243	2/9/2026	2/7 TTC FESTIVAL RNTLS	3,393.94	
			909246	2/10/2026	2/7 TTC FESTIVAL RNTLS	3,120.18	
			909247	2/10/2026	2/7 TTC FESTIVAL RNTLS	2,595.70	
			909244	2/9/2026	2/7 TTC FESTIVAL RNTLS	2,180.40	19,069.86
124611	3/11/2026	01109	BSN SPORTS LLC 933068226	2/4/2026	MAC WOOD FILLED IN GROU	434.96	434.96
124612	3/11/2026	44451	CALIFORNIA BUILDING OI 21310	2/17/2026	4/12-16 ABM PRGM REG+GOI	1,120.00	1,120.00
124613	3/11/2026	55654	CARRILLO HURTADO, RO Scholarship	2/23/2026	2026 CYBSA SCHOLARSHIP-	65.00	65.00
124614	3/11/2026	02048	CDW GOVERNMENT, INC AI2H66Y	2/23/2026	ANNUAL SUBSCRIPTION TO I	83,945.00	
			AI1MR4I	2/16/2026	MICROSOFT EXCHANGE SEF	13,990.42	
			AI1CU8T	2/12/2026	HP LASERJET ENTERPRISE S	1,459.73	99,395.15
124615	3/11/2026	53426	CELL BUSINESS EQUIPMI 595977981	2/18/2026	ACC 1338330, 2/15-3/14, SHAI	581.50	581.50
124616	3/11/2026	56641	CLARK HILL PLC 1701891	2/23/2026	PE1/31, #1017907, FRAUDULE	1,120.00	1,120.00

Bank : wfb WELLS FARGO BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
124617	3/11/2026	53220	COACHELLA ACE HARDW	10138/1	1/22/2026	BALL VALVE BRS FIP 1", HOE	177.21	
				10115/1	1/15/2026	CASTER SWVL POLY	173.96	
				10225/1	2/11/2026	SPRYPNT 2X BLACK PRIMER	139.05	
				10222/1	2/11/2026	UTILITY HOOK WHITE MED, E	65.94	
				9693/1	9/30/2025	PATCH CONCRETE GAL, CAL	65.75	
				10109/1	1/14/2026	PAINT TAPE, SPRYPNT 2X FL	50.68	
				10254/1	2/18/2026	FAN MTR/BLWR WHL 50CFM	42.40	
				10171/1	2/1/2026	GRATE CLEANER LQD 16OZ,	38.04	
				10242/1	2/14/2026	WATERWELD EPOXY, ETC	36.94	
				10220/1	2/11/2026	ACE SLIM PLUG 16/3 6' WHT,	36.92	
				9961/1	12/4/2025	GOLD CLASS CAR WASH 64C	33.14	
				10152/1	1/27/2026	DW MFIT DRVR BIT SET 30P,	32.60	
				9731/1	10/9/2025	MAG1-3/4" COV LCK1-1/2"	25.00	
				10150/1	1/26/2026	HP GOOD BRUSH FLAT 3"	23.44	
				10183/1	2/4/2026	BROAD HINGE 2.5" ZN NRP C	19.55	
				10122/1	1/16/2026	DECORA WALLPLATE 2G WH	17.87	
				10163/1	1/28/2026	#24R AXX RUBBRHD KY-5PK	17.38	
				10162/1	1/28/2026	#24R AXX RUBBRHD KY-5PK	17.38	
				10111/1	1/14/2026	MISC FASTENERS	11.22	
				10165/1	1/29/2026	GLUE SUPER 5GM LOCTITE	4.88	1,029.35
124618	3/11/2026	08970	COACHELLA VALLEY BOX	1025	10/1/2026	OCT2025 BOXING CLUB SER'	2,500.00	
				1125	11/1/2025	NOV2025 BOXING CLUB SER'	2,500.00	
				1225	12/1/2025	DEC2025 BOXING CLUB SER'	2,500.00	
				0126	1/1/2026	JAN2026 BOXING CLUB SER\	2,500.00	10,000.00
124619	3/11/2026	51189	COAST RECREATION INC	17233	2/18/2026	CONNECTING TABS, SST BU:	561.20	561.20
124620	3/11/2026	54137	CONSERVE LANDCARE L	568578	1/30/2026	JAN2026 LNDSCPE MAINT @	60,697.00	
				571609	1/30/2026	RPR'D BRASS VALVES @ DIS	587.81	
				571608	1/30/2026	RPR'D VALVES/RPLC'D BOXE	582.04	
				571610	1/30/2026	RPR'D VALVE @ DIST 16	381.53	
				571607	1/30/2026	RPR'D VALVES @ DIST 16	229.63	
				569381	1/30/2026	RPLC'D SOLENOID @ DIST 1	132.15	62,610.16
124621	3/11/2026	52375	CORE & MAIN LP	Y382637	1/14/2026	6 SIP EZ GRIP PVC REST W/ ,	88.47	88.47
124622	3/11/2026	56637	CORONA RAMIREZ, DOR	Scholarship	2/24/2026	2026 CYBSA SCHOLARSHIP-	60.00	60.00
124623	3/11/2026	54271	COUNTY OF RIVERSIDE (	2026-103	2/3/2026	5/18-20 ICSC (10X10 SPACE):	4,300.00	4,300.00
124624	3/11/2026	56158	CULLIGAN QUENCH	INV1036668	3/1/2026	AC D347648, MAR2026 RNTL,	44.56	44.56

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
124625	3/11/2026	09950	CVWD Jan 2026	2/1/2026	CN 332543, JAN2026 WELL RI	33,533.28	33,533.28
124626	3/11/2026	12870	DEPARTMENT OF JUSTIC 023723	2/5/2026	JAN2026 FINGERPRINTS	49.00	49.00
124627	3/11/2026	42761	DEPT OF ENVIRONMENT, IN1071758	2/1/2026	ID #FA0029626, BGDMA CONC	952.80	952.80
124628	3/11/2026	01089	DESERT ELECTRIC SUPP S129687821.001	1/29/2026	KEYSTN KT-LED63PSHID-EX3	720.10	
			S129645055.001	1/22/2026	ORBIT 2B50-5X WP GRY 2G C	472.80	
			S129645055.002	1/22/2026	INT WP6000BR 1G WP COVEI	180.12	
			S129661158.001	1/26/2026	KEYSTN KT-LED63PSHID-EX3	141.20	
			S129687506.001	1/29/2026	BRD 141 1/2" SEALING LOCKI	125.00	
			S129645055.003	1/26/2026	HUBW L520R LKG RECP 20A	39.55	1,678.77
124629	3/11/2026	13300	DESERT FIRE EXTINGUIS 12501057	2/18/2026	DRY CHEM ANNUAL MAINT, E	474.54	
			12501063	2/18/2026	DRY CHEM ANNUAL MAINT, E	449.85	
			12501055	2/18/2026	DRY CHEM ANNUAL MAINT @	347.10	
			12501053	2/18/2026	DRY CHEM ANNUAL MAINT @	332.42	
			12501051	2/18/2026	DRY CHEM ANNUAL MAINT, E	303.01	
			12501061	2/18/2026	DRY CHEM ANNUAL MAINT @	278.15	
			12500727	1/22/2026	FIRE SUPPRESSION SYSTEM	262.86	
			12500728	1/22/2026	FIRE SUPPRESSION SYSTEM	258.51	
			12500729	1/22/2026	FIRE SUPPRESSION SYSTEM	217.19	
			12501052	2/18/2026	DRY CHEM ANNUAL MAINT @	155.04	
			12501050	2/18/2026	DRY CHEM ANNUAL MAINT @	127.36	
			12501056	2/18/2026	DRY CHEM ANNUAL MAINT @	127.36	3,333.39
124630	3/11/2026	53007	DESERT PROMOTIONAL 109407	2/11/2026	NEXT LEVEL UNISEX CVC T-S	243.60	243.60
124631	3/11/2026	13700	DEWEY PEST CONTROL 17879918	2/1/2026	AC2012540, FEB2026, 51301 I	1,200.00	
			17879919	2/1/2026	AC2012536, FEB2026, 48400 \	1,200.00	
			17891951	2/1/2026	AC1281218, FEB2026, 51251 I	900.00	
			17891949	2/1/2026	AC1281215, FEB2026, SIERRA	301.00	
			17874431	2/1/2026	AC1450610, FEB2026, DE OR	160.00	
			17870650	2/1/2026	AC103361, FEB2026, 1540 7TH	80.00	3,841.00
124632	3/11/2026	54233	DJ2A ENTERTAINMENT 756	1/14/2026	3/15 DJ @ SUAVECITO SUND.	495.00	495.00
124633	3/11/2026	56668	DOLCE MIETTE 20260317	3/3/2026	3/17 CLASSIC CINNAMON RO	502.00	502.00
124634	3/11/2026	55683	DUDEK 202600405	1/22/2026	PE12/26 DEVELOPMENT OF V	7,680.52	7,680.52
124635	3/11/2026	56634	EASY BADGES LLC 50918	2/13/2026	EVOLIS PRIMACY 2 ID CARD	2,489.29	2,489.29
124636	3/11/2026	54924	EL TRANVIA RESTAURAN 30126	2/26/2026	AGVISION EVENT CATERING	3,116.78	3,116.78
124637	3/11/2026	36050	EMPLOYMENT DEVELOPI L2039577648	1/28/2026	ACCOUNT ID 944-0806-9, OC	1,821.00	1,821.00

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
124638	3/11/2026	48977	EVERON, LLC	160337426	1/8/2026	ADDTNL EQUIP/LABOR/TRIP	369.50
				160359930	1/14/2026	LABOR CHRG @ WELL #19	299.00
124639	3/11/2026	56580	FLEX TECHNOLOGY GRC	INV51945-F	2/20/2026	ACC CB CC3502, COLOR CO	1,083.83
				INV47527-CBE	2/5/2026	ACC CB CC3502, COLOR CO	489.78
124640	3/11/2026	53650	GONZALEZ DE LEON, MA	Scholarship	2/19/2026	2026 CYBSA SCHOLARSHIP-	60.00
124641	3/11/2026	56620	GONZALEZ, NICHOLAS	Scholarship	2/19/2026	2026 CYBSA SCHOLARSHIP-	60.00
124642	3/11/2026	53671	GREAT WESTERN RECRE	2601093	2/12/2026	TODDLER FULL BUCKET SEA	1,191.55
124643	3/11/2026	52191	HUAZANO, CESAR	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124644	3/11/2026	20150	HYDRO AG SYSTEMS	37506	1/14/2026	PVC BALL VALVE 1/2" THD V,	114.84
124645	3/11/2026	56635	IMAGE CRAFT LLC	117650	1/27/2026	DIGITAL GRAPHIC DESIGN, P	4,170.00
124646	3/11/2026	20450	IMPERIAL IRRIGATION DI	50387122-JA26	2/11/2026	AC50387122, 1/7-2/4, SEWER	40,868.46
				50509172-JA26	2/10/2026	AC50509172, 1/7-2/4, CORP Y,	1,817.86
				50929977-JA/FB	2/18/2026	AC50929977, 1/14-2/12, WELL	48.32
				50035836-JA26	2/10/2026	AC50035836, 1/7-2/4, WELL #1	41.33
124647	3/11/2026	45108	IMPERIAL SPRINKLER SU	0024927811-001	1/29/2026	PN 21-02-04 4FE COOL SEAS	1,486.82
				0025204642-001	2/19/2026	FX 6LED UPLIGHT REPLACEM	724.21
				0025120151-001	2/12/2026	IPS PVC CEMENT, RB SWING	202.52
				0025203179-001	2/19/2026	HATMENT RUSH SAFARI, ETC	142.94
124648	3/11/2026	55169	INDUSTRIAL HEALTH MEI	00017274	2/12/2026	FEB2026 DRUG TEST & DOT	150.00
				00017335	2/18/2026	FEB2026 DRUG TEST & PHYS	85.00
124649	3/11/2026	52906	JOHNSON CONTROLS SE	42161424	2/7/2026	3/1-5/31 ALARM SVC @ 1515	1,829.88
124650	3/11/2026	44047	KONICA MINOLTA BUSINE	9010757303	1/30/2026	BIZHUB 282, FIRE DEPT, 12/2	14.21
				9010720790	12/29/2025	BIZHUB 282, FIRE DEPT, 11/2	5.69
124651	3/11/2026	56621	LIZARRAGA, ESTELA	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124652	3/11/2026	24600	LOPES HARDWARE	0002104	1/20/2026	2001 PADLOCKS & CHAINS	524.22
				0002093	1/22/2026	FILTER, HATCHET, ROLLER, (	443.36
				0002027	1/28/2026	4" HINGES, WALL TEXTURE, I	225.98
				0002171	2/12/2026	16" TAPE MEASURE	17.39
124653	3/11/2026	56047	LOPEZ, ADRIANA	Scholarship	2/19/2026	2026 CVSL SCHOLARSHIP- LI	50.00
124654	3/11/2026	56622	MAGER, VANESSA MARIA	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124655	3/11/2026	56623	MARQUEZ, CONSUELO A	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124656	3/11/2026	56624	MARTINEZ, JUAN M.	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124657	3/11/2026	56625	MEZA, SEHWA	Stipend	2/24/2026	COACHELLA RESIDENT ENG,	250.00
124658	3/11/2026	56626	MEZA, SEONHWA	Stipend	2/24/2026	COACHELLA RESIDENT ENG,	250.00
124659	3/11/2026	56644	MILES, TAMARA	Stipend	3/2/2026	COACHELLA RESIDENT ENG,	250.00

Bank : wfb WELLS FARGO BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
124660	3/11/2026	53262	MOBILE ZOO OF SOUTHE 2026-0036	1/14/2026	3/15 BARNYARD BONANZA PI	899.00	899.00
124661	3/11/2026	01867	MOHICA TOWING, INC. 1403	1/13/2026	1/13 TOWING: VEHICLE RELE	250.00	250.00
124662	3/11/2026	56209	MONTANEZ, KARLA Scholarship	2/24/2026	2026 CYBSA SCHOLARSHIP-	60.00	60.00
124663	3/11/2026	55377	MOTION INDUSTRIES, INC CA08-00046726	11/7/2025	DBL ROW BALL BEARING, OII	1,136.52	1,136.52
124664	3/11/2026	45197	MSA CONSULTING, INC. 2406.001-30	12/31/2025	PE1/3 SHADY LN WTR SYSTE	2,895.00	
			2406.002-31	12/31/2025	PE1/3 SHADY LN SEPTIC TO :	1,428.75	4,323.75
124665	3/11/2026	55926	MTR 7717	1/22/2026	INSTLL'D ELECTRIC MOTOR,	4,950.00	4,950.00
124666	3/11/2026	56627	OCHOA, YUMEY C. Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00	250.00
124667	3/11/2026	52757	OLLIN STRATEGIES 396	2/15/2026	FEB2026 CONSULTING SVCS	5,000.00	5,000.00
124668	3/11/2026	56628	ORDUNO, EDDIE Scholarship	2/3/2026	2026 CYBSA SCHOLARSHIP-	60.00	60.00
124669	3/11/2026	50595	PACIFIC LIGHTWAVE INC 102463	2/23/2026	MAR2026 INTERNET SVCS	799.00	799.00
124670	3/11/2026	52650	PALMS TO PINES PRINTIN 0124COCHDF-F	2/11/2026	DOUBLE-SIDED HAND FAN	775.30	775.30
124671	3/11/2026	56643	PEREZ, AARON Event Svcs	2/26/2026	AGVISION EVENT PHOTOGR,	400.00	400.00
124672	3/11/2026	02028	PETE'S ROAD SERVICE, I 26-0896224-00	1/31/2026	ALIGNMENT SVC	105.00	
			26-0896893-00	2/4/2026	FLAT REPAIR	40.61	145.61
124673	3/11/2026	52596	PLANIT PRINT WORKS 945292	2/18/2026	RED DOOR HANGERS	330.86	330.86
124674	3/11/2026	56640	PRADO, VERONICA A. 100	2/23/2026	3/15 ENTERTAINMENT @ SU/	850.00	850.00
124675	3/11/2026	46837	PRECISION BACKFLOW PBF162373	1/20/2026	INSTLL'D 2" BACKFLOWS, ET	4,463.00	
			PBF162377	1/27/2026	INSTLL'D 1" BACKFLOW, RM\	3,395.00	
			PBF162385	1/30/2026	INSTLL'D 2" BACKFLOW, ETC	3,389.00	
			PBF162380	1/30/2026	INSTLL'D 2" BACKFLOW, ETC	2,613.00	
			PBF162376	1/27/2026	INSTLL'D 1.5" BACKFLOW, ET	2,200.00	
			PBF162372	1/20/2026	INSTLL'D 2" BACKFLOW, ETC	2,195.00	18,255.00
124676	3/11/2026	56322	PRIMO BRANDS 06A8700083738	1/27/2026	12/25-1/24 DELIVERY SVCS @	129.31	129.31
124677	3/11/2026	42759	PROPER SOLUTIONS, INC 17908	2/13/2026	WE 2/13: A. GONZALEZ	1,677.20	
			17929	2/20/2026	WE 2/20: L. MARTINEZ	1,654.80	
			17928	2/20/2026	WE 2/20: A. GONZALEZ	1,257.90	
			17909	2/13/2026	WE 2/13: L. MARTINEZ	2,206.40	6,796.30
124678	3/11/2026	52327	QUADIENT LEASING USA Q2248312	3/1/2026	AP-JN2026, LSE #N24083160/	1,067.39	1,067.39

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
124679	3/11/2026	52306	QUINN COMPANY	34403101	2/13/2026	2/9-12 COMPACT TRACK LOA	2,703.17
				34428801	2/17/2026	2/11-17 MINI SKID STEER W/ I	2,104.06
				34393301	2/9/2026	2/7-9 UTV-OFF RD UTILITY VE	380.83
				34396501	2/9/2026	2/7-9 UTV-OFF RD UTILITY VE	380.83
				34373701	2/9/2026	2/7-9 LIGHT TOWER RNTL	205.15
				34374001	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34374401	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34375901	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34376001	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34378001	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34378101	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34378201	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
				34385501	2/9/2026	2/7-9 LIGHT TOWER RNTL	152.97
							6,997.80
124680	3/11/2026	52346	RC WELDING & FABRICA	1540	1/27/2026	ALUM BRACKET WELDING, E	575.00
124681	3/11/2026	51869	REIGN INDUSTRIES INC.	RI 2602 CSD	1/14/2026	REPLACEMENT OF AERATOR	16,576.19
124682	3/11/2026	54500	RELIABLE TRANSLATION	33024	2/11/2026	2/11 CC MTG SVCS	975.82
				33138	2/24/2026	2/24 RESIDENT ENGMNT ACA	290.69
				32986	2/7/2026	2/7 DOCUMENT TRANSLATIO	195.66
				33117	2/23/2026	2/23 DOCUMENT TRANSLATI	173.70
							1,635.87
124683	3/11/2026	56629	RENTERIA, ESMERALDA	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124684	3/11/2026	48608	REYES COCA-COLA BOT	50906697008	2/4/2026	SOFT DRINKS & BOTTLED W,	636.82
124685	3/11/2026	56630	REYES MONTIEL, SOFIA	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124686	3/11/2026	56638	RIVERA, MARIA LOURDE	Scholarship	2/24/2026	2026 CYBSA SCHOLARSHIP-	60.00
124687	3/11/2026	11080	RIVERSIDE COUNTY REC	25-376716	12/11/2025	DEC2025 RECORDINGS	50.00
124688	3/11/2026	44161	ROBERT HALF	65935613	2/23/2026	WE 2/20: R. CONTRERAS	4,060.00
				65931885	2/19/2026	WE 2/13: R. CONTRERAS	3,990.00
							8,050.00
124689	3/11/2026	54984	ROCHA, PATRICIA	Scholarship	2/23/2026	2026 CYBSA SCHOLARSHIP-	120.00
124690	3/11/2026	56631	RODRIGUEZ, TED	Scholarship	2/23/2026	2026 CYBSA SCHOLARSHIP-	125.00
124691	3/11/2026	55229	RRM DESIGN GROUP	2939-02-HS26-1	2/20/2026	PE1/31 ADU CODE UPDATES	11,552.00
124692	3/11/2026	47658	RUIZVA L. PEST CONTRO	162	2/9/2026	FEB2026 SVCS @ FIRE STATI	95.00
				1881	1/12/2026	JAN2026 SVCS @ FIRE STATI	95.00
							190.00
124693	3/11/2026	55272	SALAS, LAWRENCE Y.	Feb-26	2/27/2026	FEB2026 CITIZENSHIP CLASS	1,015.00
124694	3/11/2026	56632	SALGADO, DARIA	Stipend	2/23/2026	COACHELLA RESIDENT ENG,	250.00
124695	3/11/2026	56639	SANCHEZ, ALEJANDRO	Scholarship	2/25/2026	2026 CYBSA SCHOLARSHIP-	60.00
124696	3/11/2026	50827	SDC SOUND COMPANY L	1192	2/20/2026	3/15 SOUND SYSTEM @ SUA	3,770.00
							3,770.00

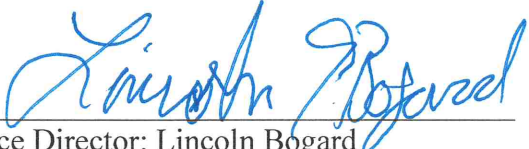
Bank : wfb WELLS FARGO BANK				(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
124697	3/11/2026	35450	SOCALGAS	1515 6th-FB26	2/26/2026	AC 031 523 3700 6, 1/23-2/24	367.48		
				1377 6th-FB26	2/26/2026	AC 012 623 3791 6, 1/23-2/24	194.59		
				84626Bag-FB26	2/26/2026	AC 153 323 6215 9, 1/23-2/24	127.96		
				1500 6th-FB26	2/26/2026	AC 020 678 1257 4, 1/23-2/24	120.50		
				1540 7th-FB26	2/26/2026	AC 008 423 3900 4, 1/23-2/24	114.67		
				87075Av54-FB26	2/26/2026	AC 123 573 5834 5, 1/23-2/24	84.12		
				BagPool-FB26	2/26/2026	AC 069 323 6500 7, 1/23-2/24	15.89		
								1,025.21	
124698	3/11/2026	35430	SOUTH COAST A.Q.M.D.	4627543	1/2/2026	ID 98112, LATE PAYMENT PEN	8.55		
124699	3/11/2026	55590	STANDARD INSURANCE (	Mar2026	2/17/2026	MAR2026 LIFE/AD&D PREMIU	888.92		
				Mar2026	2/17/2026	MAR2026 LIFE/AD&D/STD/LTI	6,968.44		
124700	3/11/2026	55590	STANDARD INSURANCE (	Mar2026	2/23/2026	MAR2026 DENTAL PPO PREV	5,708.48		
				Mar2026	2/23/2026	MAR2026 VISION PREMIUM #	1,616.20		
				Mar2026	2/23/2026	MAR2026 DENTAL HMO PREM	1,082.92		
				Mar2026	2/23/2026	MAR2026 COBRA PREMIUM #	149.24		
				Mar2026	2/23/2026	MAR2026 COBRA PREMIUM #	16.26		
				Mar2026	2/23/2026	MAR2026 COBRA PREMIUM #	15.64		
								8,588.74	
124701	3/11/2026	55659	STAPLES	6056542267	2/25/2026	HIGH BACK BLK LEATHER CH	373.14		
				6056542280	2/25/2026	BATTERY AA 24PK, LYSOL, DI	358.10		
				6053823098	1/25/2026	3IN WHITE BASIC BINDER, SI	178.21		
				6056542278	2/25/2026	SPLS 8.5X11 30 REC COPY C	144.93		
				6053823103	1/25/2026	NITRILE GLOVES, 8.5X11 WH	122.16		
				6056542300	2/25/2026	DIGITAL CERAMIC COMPACT	65.27		
				6056542308	2/25/2026	SHARPIE PEN RED DOZEN &	64.39		
				6056542269	2/25/2026	GLADE PLUG-IN COMBO, BAT	58.49		
				6053823092	1/25/2026	CLOROX WIPES, CW 6IN SCF	56.73		
				6056542263	2/25/2026	RY26 WC PINSTRIPE 17X12 L	27.82		
				6056542277	2/25/2026	PRO MINI DESKTOP CALC	18.48		
				6053823100	1/25/2026	STPLS RY26 3MO CAL	4.05		
				6056542312	2/25/2026	STAPLE REMOVER	3.03		
								1,474.80	
124702	3/11/2026	53743	SUSTAITA, JR., PEDRO	Scholarship	2/23/2026	2026 CYBSA SCHOLARSHIP-	60.00		
124703	3/11/2026	36300	SWRCB FEES	BA122925-03	3/2/2026	DISHONORED CHECK FEE	25.00		
124704	3/11/2026	54550	TBU INC.	52194	1/14/2026	12/27-1/7 WTR LEAK RPR @ (	42,939.34		
				52321	1/29/2026	RPR'D 1" SVC LINE @ 50369 \$	11,827.77		
				52288	1/26/2026	INSTLL'D FIRE HYDRANT @ 5	8,672.42		
124705	3/11/2026	56218	TITO'S EVENTS & RENTAL	0000017	1/30/2026	3/7 CHAIR RNTLS @ DAY OF	391.50		

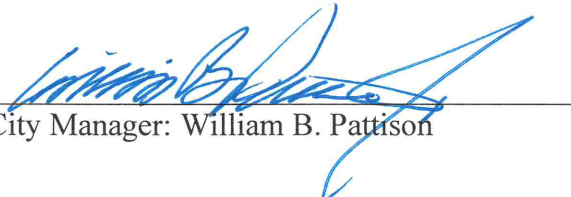
Bank : wfb WELLS FARGO BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
124706	3/11/2026	38250	TOPS N BARRICADES	1118110	1/26/2026	1/16-26 CHNGBLE MSG SIGN	2,580.00	
				1118111	1/26/2026	1/21-26 CHNGBLE MSG SIGN	1,680.00	4,260.00
124707	3/11/2026	52204	TPX COMMUNICATIONS	189473945-0	2/16/2026	ACC 33325, 2/16-3/15	342.26	342.26
124708	3/11/2026	45053	TYLER TECHNOLOGIES, I	045-553110	2/12/2026	FEB-JUL2026 SAAS FEES (CA	4,238.00	
				045-552384	1/30/2026	1/26+29 ADDL IMP-R AND PM	3,200.00	7,438.00
124709	3/11/2026	52238	ULINE	201584477	12/9/2025	TOTE DOLLY & BLK CROWD (	1,351.81	1,351.81
124710	3/11/2026	38800	UNDERGROUND SERVICE	120260132	2/1/2026	JAN2026- 48 NEW TICKETS+I	216.40	
				25-262376	2/1/2026	CA STATE FEE FOR REGULA	68.57	284.97
124711	3/11/2026	43751	USA BLUEBOOK	INV00942467	1/22/2026	ACETATE BUFFER SOLUTION	431.32	
				INV00949104	1/30/2026	DBL DIPPED NITRILE GLOVE	32.20	463.52
124712	3/11/2026	39640	VALLEY LOCK & SAFE	197132	1/19/2026	FEB2026/27 CYBERLOCK HO	1,000.00	1,000.00
124713	3/11/2026	56669	VAN BUREN 20, LLC	Refund	3/3/2026	DEVELOPER DEPOSIT REFUI	35,631.00	35,631.00
124714	3/11/2026	00896	WAUSAU TILE, INC.	733040	2/17/2026	44GAL PLASTIC LINERS	1,431.80	1,431.80
124715	3/11/2026	53200	WEST CALI PLUMBING	1972	1/16/2026	INSTLL'D ICE MAKER, ETC @	1,540.00	1,540.00
124716	3/11/2026	49778	WEST COAST ARBORIST	239035	1/15/2026	1/1-15 TREE MAINT @ DIST 1	7,423.00	
				239029	1/15/2026	1/1-15 TREE MAINT @ DIST 1	7,137.00	
				239037	1/15/2026	1/1-15 TREE MAINT @ DIST 4	5,724.00	
				239036	1/15/2026	1/1-15 TREE MAINT @ DIST 3	2,360.00	
				239032	1/15/2026	1/1-15 TREE MAINT @ DIST 1	1,929.00	24,573.00
124717	3/11/2026	44203	WEST COAST SAND & GF	917538	1/7/2026	3/4" GRAVEL & WASHED CON	1,673.89	1,673.89
124718	3/11/2026	54464	WHITE CAP, L.P.	50034616266	12/10/2025	12'X12' ROYAL BLUE TOP VIS	224.46	224.46
124719	3/11/2026	48971	XPRESS GRAPHICS & PR	26-77551	2/10/2026	GARAGE SALE SIGNS	1,385.92	
				26-78020	2/24/2026	AGVISION WAYFINDING SIGN	116.79	
				26-78022	2/24/2026	AGVISION STICKERS	56.16	1,558.87
Sub total for WELLS FARGO BANK:							607,409.94	

146 checks in this report.

Grand Total All Checks: 2,557,888.59

Date: March 11, 2026


Finance Director: Lincoln Bogard


City Manager: William B. Pattison



STAFF REPORT
3/11/2026

To: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

SUBJECT: Amendment #6 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the amount of \$358,220.43 to provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69

STAFF RECOMMENDATION:

Authorize City Manager to Execute Amendment #6 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the amount of \$358,220.43 to provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69

EXECUTIVE SUMMARY:

The Avenue 50 Bridge projects at State Route 86 and the Coachella Valley Storm Water Channel (also known as the Whitewater river) are separated into 2 phases. Phase 1 of the overall project is the Avenue 50 Bridge over Coachella Valley Storm Water Channel (CVSC) Project (Project # 2015-ST-69) and Phase 2 is the Avenue 50 interchange and the SR-86/Avenue 50 New Interchange, Project # 2015-ST-81. Both phases of project in tandem hereto identified as the “Project”. The current funding request is for completion of Professional Services and Engineering for Phase 1 only.

The City has secured federal funding for construction for Phase 1 only at this time and is ready to proceed to final design in preparation of Plans, Specifications and Estimates (PS&E) and acquiring right of way (ROW) for Phase 1 now. Phase 2 is to start shortly after the City successfully secures federal funding for phase 2 work.

The City has executed a Professional Services Agreement (PSA) with AES. The existing PSA included 6 tasks, including preliminary engineering services, environmental, and final design and preparation of plans specifications and Construction Engineering support services. AES has successfully completed 4 of the 6 tasks for the preliminary engineering and environmental phases of the project. This current Contract Amendment is for the completion of optional tasks 5 and 6 as outlined in the Scope of work in the attached PSA.

BACKGROUND:

AES has successfully obtained Advance Authorization to proceed with the PS&E phase of the project. Based on these agreements, the Federal Highway Bridge Program will fund a total of 88.53% of the complete project including all phases when the project is complete. The City and CVAG will split the remaining 11.47 % of the local match obligation with a 75% / 25% cost share agreement. At this time, The City and CVAG will fund all PS&E costs through the Advance Authorization agreement with Caltrans, and the City and CVAG will be credited those funds during the construction portion of the project.

Design is currently complete. Additional design services are necessary to address design comments from CVAG, CVWD and additional utility coordination with IID and SoCal Gas. Amendment No. 6 will include additional design to include for future CV Sync and CV Link connection to the bridge. Overall, Amendment No. 5 will provide additional information and coordination needed to maintain the project timeline, meeting requirements, and ensuring successful progression through construction.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. Amendment No. 6 will be covered by HBP funds (\$317,132.55), CVAG (\$30,815.91) and City Fund (\$10,271.97) included in the FY 25/26 CIP budget.

ATTACHMENTS:

1. Amendment No. 6
2. AES Amendment Request

**SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

THIS SIXTH AMENDMENT ("Amendment") is made and entered into as of March 11th, 2026 by and between the City of Coachella ("City") and Angenious Engineering Services, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

- a. On or about November 27th, 2019 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 Avenue 50 Bridge over the Whitewater Strom Channel, ST-69 & the SR-86/Avenue 50 New Interchange, ST-81 projects in the amount of \$148,000.
- b. On or about October 14th, 2020 the City and Consultant entered into the "First Amendment" to the agreement between the City and Consultant in the amount of \$15,000.00.
- c. On or about June 21st, 2021 the City and Consultant entered into the "Second Amendment" to the agreement between the City and Consultant in the amount of \$3,260,088.40.
- d. On or about November 8th, 2023 the City and Consultant entered into the "Third Amendment" to the agreement between the City and Consultant in the amount of \$99,027.50.
- e. On or about November 13th, 2024 the City and Consultant entered into the "Fourth Amendment" to the agreement between the City and Consultant in the amount of \$121,000.76
- f. On or about October 22nd, 2025 the City and Consultant entered into the "Fifth Amendment" to the agreement between the City and Consultant in the amount of \$500,000.00
- e. 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 Avenue 50 Bridget Over Coachella Valley Strom Water Channel – extra work and Construction Support under this Amendment No. 6 referenced as EXHIBIT “A”.

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on March 11th, 2026 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, 2027, 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. 6 is in the amount not to exceed Three Hundred Fifty-Eight Thousand Two Hundred Twenty Dollars and Forty-Three Cents (\$358,220.43).

The amended total compensation shall not exceed **Four Million Five Hundred One Thousand Two Hundred Fifty-Seven Dollars and Nine Cents (\$4,501,257.09)** 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

ANGENIOUS ENGINEERING SERVICES, INC.

Approved by:

William B Pattison Jr.
City Manager

Andy Cheah
Principal/ Project Manager

Approved as to Form:

BEST, BEST & KRIEGER

Ryan Guiboa
City Attorney

Attest:

Angela Zepeda
City Clerk

March 2, 2026

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

RE: **Avenue 50 Bridge Over Coachella Valley Storm Water Channel, ST-69**
Professional Services Agreement (PSA) Amendment Request – Extra Work & Construction Support

Dear Mr. Simmons:

As discussed, we successfully assisted the City in securing additional Highway Bridge Program (HBP) funding—\$1,200,000 for engineering services and \$3,070,000 for right-of-way acquisition—for the referenced project. This approval through the Caltrans Local Assistance Unit substantially reduces the financial burden on both the City and the Coachella Valley Association of Governments (CVAG). Of the \$3,070,000 allocation, \$250,000 can be used to cover right-of-way services fees or support costs, including recuperating and reimbursing the support costs incurred for the purchase of APN 763-020-021 (Coachella Travel Center parcel).

In conjunction with this funding allocation, we respectfully request approval of an amendment to the PSA to authorize additional services required beyond the current scope of work. These supplemental tasks are necessary to address new design requirements, agency comments, and anticipated construction-phase support needs. A summary of the additional services is provided below.

I. CVAG-Requested CV/Link Revisions

CVAG has requested modifications to incorporate updated CV/Link requirements into the project design, including:

a. CV/Link Pathway Detour and Sign Plans

Preparation of revised plans to include detour routing and associated signage for the CV/Link pathway during construction.

b. Modify and Realign CV/Link at Avenue 50 Crossing

Redesign of the existing crossing to remove the reversed “S” curves and provide a straighter alignment parallel with channel.

II. Revisions to Address Coachella Valley Water District (CVWD) Comments

Additional design effort is required to respond to CVWD’s ongoing review comments:

a. Incorporation of CVWD Drawing Numbers and Revisions

Updating plans to include CVWD-assigned drawing numbers and additional revisions requested by the agency.

b. Hydraulics and Scour Analysis Updates

Multiple review iterations have required expanded hydraulic and scour analysis, resulting in a larger improvement area. The design team continues to refine these elements to ensure they remain within fundable limits while meeting CVWD requirements.

III. Engineering Support During Construction

Construction phase is anticipated to begin in the third quarter this year. A portion of the remaining HBP funds will be allocated for as-needed engineering support services, including:

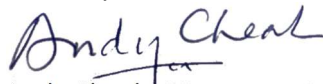
- Responding to contractor Requests for Information (RFIs)
- Reviewing contractor submittals
- Providing technical guidance to ensure design intent is maintained throughout construction

As detailed in the attached spreadsheets, Angenious and its subconsultant have identified additional work efforts necessary to support the project's expanded requirements, including allocations for the as-needed engineering support services budget. Accordingly, we are requesting an amendment of \$358,220.43, which would increase the previously authorized budget of \$3,643,116.66 to a revised total of \$4,001,337.09.

Given the newly secured federal funding and the broadened scope of services, approval of this PSA amendment is required to maintain the established project timeline, meeting requirements, and ensuring successful progression through construction.

Thank you for your consideration. Please do not hesitate to contact me at (949) 599-5400 or via email at Andy.Cheah@AnGenious-ES.com should you have any questions or require additional information.

Sincerely,



Andy Cheah, PE
Principal/ Project Manager

Attachments

C. File

CITY OF COACHELLA

Avenue 50 Bridge Over CVSC Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$338.14	\$133.80	\$142.90	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	A. Cheah	T. Bong	D. Cheah		
		Staff Classification	PM	Engineer II	Engineer II		
1	Project Management Services						
	1.1	Administration	8			8	2,705.12
	1.2	Coordination and Meetings	16			16	5,410.24
	1.3	Quality Assurance and Quality Control	8		20	28	5,563.12
7	Final Design Services – 100% PS&E Submittal						
	CV/Link Pathway						
	7.3	Plan and Profile Sheets	8	40	40	88	13,773.12
	7.4	Construction Details	8	24	40	72	11,632.32
	7.5	Grading Plans	8	20	20	48	8,239.12
	7.13	Signing and Pavement Delineation Plans	8	32	20	60	9,844.72
	Technical Specifications						
	7.19	Specifications	40		40	80	19,241.60
TOTAL HOURS FOR PROJECT			104	116	180	400	\$76,409.36

Estimated Engineering Support During Construction

AES	\$ 149,811.07
Earth Mechanics, Inc.	\$ 5,000.00
Michael Baker International	\$ 50,000.00
NV5, Inc	\$ 30,000.00
Paragon Partners Ltd	\$ -
Transystems Corporation	\$ 35,000.00
Other Direct Costs:	\$ 3,000.00
TOTAL SUBCONSULTANT'S COSTS	\$ 120,000.00
10% Administration Fee	\$ 12,000.00
Total Requested Amount	\$358,220.43
Previously Authorized Budget	\$3,643,116.66
GRAND TOTAL AMENDED BUDGET	\$4,001,337.09



STAFF REPORT
3/11/2026

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Award a Professional Services Agreement to Walker Consultants in a Not-to-Exceed Amount of \$76,350 to Conduct an Electric Vehicle Infrastructure Study in the City of Coachella and Authorize the City Manager to Execute the Agreement

STAFF RECOMMENDATION:

Staff recommends that the City Council considers awarding a Professional Services Agreement to Walker Consultants in a not-to-exceed amount of \$76,350 to conduct an electric vehicle infrastructure study in the City of Coachella and authorize the City Manager to execute the agreement.

BACKGROUND:

On December 23, 2024, the City of Coachella was awarded an Energy Efficiency and Conservation Block Grant (EECBG) formula grant in the amount of \$76,350 from the U.S. Department of Energy. The Infrastructure Investment and Jobs Act of 2021 appropriated \$550 million to the Energy Efficiency and Conservation Block Grant (EECBG) program. EECBG assists local governments, states, territories, and Tribes in developing and implementing strategies to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. With EECBG funds, the City of Coachella can now finance a study for zero-emission transportation and associated infrastructure, for leveraging of additional public sector funds to implement the strategies that will be identified in the study/plan.

DISCUSSION/ANALYSIS:

Initially, the City released a Request for Proposals (RFP) for the development of an Electric Vehicle Charging Infrastructure Study on October 9, 2025 but due to the lack of responses, the City released the RFP again on December 18, 2025 in an effort to encourage more than one proposal.

Through the second RFP release, the City received four (4) proposals from the following firms:

<u>Name of Firm</u>	<u>Amount</u>	<u>Overall Score</u>
1. Cumming Group – Murrieta, CA	(\$76,060)	332
2. Inner City Fund (ICF) – Los Angeles, CA	(\$76,307)	385
3. Kittelson & Associates – Orange, CA	(\$76,350)	343
4. Walker Consultants – San Francisco, CA	(\$76,350)	396

City staff reviewed and rated all proposals and Walker Consultants was rated the highest. Walker Consultants brings nearly 60 years of experience serving public sector clients, with a team experienced in EV infrastructure planning, mobility and parking studies, financial analysis and implementation strategies. Walker has advised hundreds of cities, transit agencies, and public-sector clients nationwide on transportation, mobility, and electrification planning and implementation. Their work on electric vehicle charging infrastructure is a core element of supporting broader transportation and energy transition strategies. Walker supports clients in moving from policy goals to implementable charging programs that align with local context, funding requirements, and operational constraints. Select projects include:

- Fresno County Rural Transit Agency EV Charging Master Plan and Energy Management System Plan
- EV Charging Master Plan, California State University Fullerton
- Transport Electrification and Infrastructure Planning, Caltrans
- Charging Infrastructure Cost Analysis, Fresno County Rural Transit Agency

Walker has helped clients structure funding and financing strategies supporting billions of dollars in transportation and electrification investments, including public charging infrastructure. We regularly work with local governments to deploy EV charging on-street, in parking facilities, and at mobility hubs as part of public, fleet, and mixed-use charging programs. Our California-based planners and consultants integrate charging infrastructure into parking and streetscape designs, including ADA considerations, while our electrical engineers evaluate utility coordination, grid capacity, and electrical infrastructure needs at a planning level to support implementation and construction readiness.

ALTERNATIVES:

1. Award a Professional Services Agreement to Walker Consultants in a Not-to-Exceed Amount of \$76,350 to Conduct an Electric Vehicle Infrastructure Study in the City of Coachella and Authorize the City Manager to Execute the Agreement
2. Do not award

FISCAL IMPACT:

This project is entirely through the Energy Efficiency and Conservation Block Grant (EECBG) formula grant in the amount of \$76,350 from the U.S. Department of Energy.

ATTACHMENTS: Professional Services Agreement – Walker Consultants

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ **day of MARCH, 2026**, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **WALKER CONSULTANTS, INC.**, with its principal place of business at **601 CALIFORNIA STREET, SUITE 820, SAN FRANCISCO, CA 94108** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the **CITY OF COACHELLA ELECTRIC VEHICLE CHARGING INFRASTRUCTURE STUDY** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **MARCH __, 2026** to **OCTOBER 1, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SEVENTY-SIX THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$76,350)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **TIZOC DEAZTLAN, OWNER.**

3.3.5 City's Representative. The City hereby designates **WILLIAM B. PATTISON, JR., CITY MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply

with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) **Commercial General Liability:** (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project

and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: WALKER CONSULTANTS, INC.
601 CALIFORNIA STREET, Suite 820
SAN FRANCISCO, CA 94108
ATTN: Chrissy Mancini Nichols

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: William B. Pattison, Jr., City Manager

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
WALKER CONSULTANTS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

WALKER CONSULTANTS, INC.

Approved By:

WILLIAM B. PATTISON, JR.
CITY MANAGER

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION



STAFF REPORT
3/11/2026

TO: Honorable Mayor and City Council Members

FROM: Mary Rodriguez, Grants Manager

SUBJECT: Authorize a Community Based Grant to the Coachella Youth Baseball and Softball Association (CYBSA) in the Amount of \$1,000 to Purchase New Equipment

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) in the amount of \$1,000 to the Coachella Youth Baseball and Softball Association (CYBSA) to support the Spring 2026 youth baseball and softball season.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 25-26 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

CYBSA has been serving the community for approximately 14 years and provides organized youth baseball and softball programming for children ages 4 to 14. The Spring 2026 season is anticipated to run from March 2026 through May 2026.

According to the application, grant funds will be used to purchase baseballs and softballs for games during the season and to assist with the purchase of end-of-season trophies. The submitted budget proposal identifies baseballs, softballs, practice nets, tee-ball equipment and bases, and trophies, for a total estimated cost of \$1,831.34 plus potential shipping costs.

The organization supplements its operating budget through player registrations, local business sponsorships, and donations. CYBSA's mission is to provide a positive outlet for youth, promote

physical activity, support mental well-being, and keep children engaged in constructive extracurricular activities. The program serves children of all socioeconomic backgrounds, primarily City of Coachella residents.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of \$1,000.00.
2. Do not award a Community Based Grant

FISCAL IMPACT:

If the Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

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: 02/05/2026

July 1, 2026 - June 30, 2027

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.

3. Proposed Program/Service of Funding Request:

Coachell Youth Baseball & Softball

4. Agency/Organization:

CYBSA

5. Mailing Address:

P.O Box 1296

City: Coachella Zip: 92236

6. Telephone: (760) 777-3725

Fax:

7. Official Contact Person:

Name: Deana Alvidrez

Title: Treasurer

Telephone: (760) 777-3725

Fax:

E-mail: cybsa2017@gmail.com

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?
14 yrs
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.
2025
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?
March 2026- May 2026
13. Describe briefly how the requested funds will be used.
Purchase Baseballs & Softballs for games during the season. Help with purchase of Trophies for end of season.
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
Sponsorship from local businesses.
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?
Registrations, Donations, sponsorships
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
Yes, all children regardless of any social economic or background. This is an outlet to help kids with their mental well being. Keeps them out of trouble and keep children and teens active.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
All different background, social economic . Ages 4-14

18. Attach a proposed budget for requested funds.

Authorized Official: Deana Alvidrez

Title: Treasurer

Signature: Deana Alvidrez

Date: 2/5/2026

Budget Proposal CYBSA Spring Season 2026

Baseball \$43.79 DZ	5 for season	\$218.95
Softball \$49.00 DZ	2 for season	\$98.18
Power net \$ 64.99each	2 for season	\$129.98
Tee- Ball and bases \$74.99 each	2 for new coaches	\$149.98
End of season Trophies \$8.99	120 season	\$1098.75
Total		\$1695.69
Tax 8%		\$135.65
Grand Total		\$1831.34

Shipping	Unknown
----------	---------

Coachella Youth Baseball & Softball Association
P.O Box 1296
Coachella, CA 92236
760-777-3725

Deana Alvidrez
Treasurer

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

DEPARTMENT OF THE TREASURY

Date: DEC 24 2015

COACHELLA YOUTH BASEBALL & SOFTBALL
INC
C/O ASSOCIATION INC
84-076 CALENDULA AVE
COACHELLA, CA 92236

Employer Identification Number:
80-0360619

DLN:
17053288310025

Contact Person: MS. TRUSTY ID# 31657
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
September 30

Public Charity Status:
509(a)(2)

Form 990/990-EZ/990-N Required:
Yes

Effective Date of Exemption:
October 9, 2015

Contribution Deductibility:
Yes

Addendum Applies:
No

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.

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

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

Letter 947

COACHELLA YOUTH BASEBALL & SOFTBALL

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,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper".

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

Evidence of Leveraging

STATEWIDE SERVICES, INC.
77824 WILDCAT DRIVE
PALM DESERT, CA 92211

PAY TO THE ORDER OF

Coachella Youth Baseball & Softball Association
P O Box 1296
Coachella, CA 92236

*** One Thousand Dollars ***

PACIFIC PREMIER BANK
855-343-4070
WWW.PPBI.COM
90-8578/3222 SWS

1/28/26 DATE
1,000.00 AMOUNT

6647

Security Features. Details on back.

[Signature]
AUTHORIZED SIGNATURE

LAW OFFICES OF ANASTASIO DE LA CRUZ
82632 HIGHWAY 111, SUITE B1
INDIO, CA 92201
760-444-4211

4536

90-3210/1222

Pay to the order of Coachella Youth Baseball & Softball Assoc. \$ 500.
Five hundred and 00/100

1/27/24 DATE

CIB CALIFORNIA BANK & TRUST
LA PALMA OFFICE
1000 CALIFORNIA CENTER DR., P.O. BOX 1000, LA PALMA, CALIFORNIA 92651
909-940-1000

For Sponsorship

[Signature]

MP



STAFF REPORT
3/11/2026

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorize the operation of a beer garden on Saturday, March 21, 2026, from 5:00 p.m. to 9:00 p.m. at Veterans' Memorial Park for the 2026 Coachella Mariachi Festival and award the beer garden operator agreement to Coachella Bar LLC.

STAFF RECOMMENDATION:

Authorize the operation of a beer garden on Saturday, March 21, 2026, from 5:00 p.m. to 9:00 p.m. at Veterans' Memorial Park for the 2026 Coachella Mariachi Festival and award the beer garden operator agreement to Coachella Bar LLC

EXECUTIVE SUMMARY:

The City of Coachella will host its annual Mariachi Festival on March 21, 2026. This free event has been held at Veterans' Memorial Park since 2017 and brings together residents and visitors to celebrate mariachi music, ballet folklórico dancing, cultural food vendors, children's entertainment, and a walk about area beer garden.

Staff is requesting authorization to operate a beer garden from 5:00 p.m. to 9:00 p.m. Staff published a request for proposals inviting local Coachella businesses with the appropriate alcohol licenses and permits to apply. Coachella Bar LLC submitted a responsive and qualified proposal.

FISCAL IMPACT:

None.



STAFF REPORT
3/11/2026

To: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

SUBJECT: Resolution 2026-14, a Resolution of the City Council of the City of Coachella, California authorizing the City Manager or Public Works Director/City Engineer to execute various State and Federal Transportation Program documents required for highway projects, including street Right-of-Way Certifications

STAFF RECOMMENDATION:

Approve Resolution 2026-14, a Resolution of the City Council of the City of Coachella, California authorizing the City Manager or Public Works Director/City Engineer to execute various State and Federal Transportation Program documents required for highway projects, including street Right-of-Way Certifications

DISCUSSION/ANALYSIS:

The City of Coachella has been awarded State funding for Design and Right-of-Way Services for the Active Transportation Program (ATP) Connecting Coachella Project ST-138. The State is the administering agency for these funds and is requiring the execution of a Program Supplemental Agreement to the current State Master Agreement. The State is also requiring a certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreements.

The total funds are in the amount of \$2,529,412.00, with an amount of \$2,150,000 in grant funding and \$379,412.00 in local match. It is recommended that a blanket resolution authorizing the City Manager or the Public Works Director/City Engineer to have all project associated agreements executed on the City's behalf at their discretion be adopted. This will greatly facilitate the processing of future certificates, agreements, reimbursements, or other related paperwork that will be required as the project progresses.

FISCAL IMPACT:

No fiscal impact to budget. The local match for this project is \$379,412 has been appropriated in the CIP FY 25/26 budget.

ATTACHMENTS:

1. Resolution 2026-14
2. Program Supplement No. 00000A990 to Administering Agency-State Agreement for State Funded Projects No 08-5294S21

RESOLUTION NO. 2026-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE VARIOUS STATE AND FEDERAL TRANSPORTATION PROGRAM DOCUMENTS REQUIRED FOR HIGHWAY PROJECTS, INCLUDING STREET RIGHT-OF-WAY CERTIFICATIONS**

WHEREAS; the City of Coachella is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS; Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS; the City wishes to delegate authorization to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Right-of-Way certifications and any amendments thereto with California Department of Transportation to the City Manager or the Public Works Director/City Engineer.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of City of Coachella hereby authorizes the City Manager or the Public Works Director/City Engineer to approve, execute and sign State and Federal documents required to receive Federal and/or State Funding for various transportation projects, including but not limited to right-of-way certifications on behalf of the City. Such documents, when duly executed by the City Manager or the Public Works Director/City Engineer, shall be binding upon the City as if separately approved by the City Council.

PASSED, APPROVED and ADOPTED this 11th day of March 2026.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2026-14 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of March 2026, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

PROGRAM SUPPLEMENT NO. 00000A990
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5294S21

Adv. Project ID
0826000031

Date: March 03, 2026
Location: 08-RIV-0-COA
Project Number: ATPL-5294(023)
E.A. Number:
Locode: 5294

Item 13.

This Program Supplement, effective 01/30/2026, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5294S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/20/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Grapefruit Blvd between Avenue 48 and Avenue 54 between Polk Street and Van Buren Street in the City of Coachella, Coachella Valley, Riverside County.

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE \$2,150,000.00	LOCAL		OTHER
\$2,529,412.00		\$379,412.00		\$0.00

CITY OF COACHELLA

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Kam Wong

Date

3/3/2026

\$2,150,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.



STAFF REPORT
3/11/2026

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

SUBJECT: Mayor's Appointment to the Palm Springs International Airport Commission

STAFF RECOMMENDATION:

Mayor appoint a Councilmember to the Palm Springs International Airport Commission

BACKGROUND:

On January 28, 2026, Councilmember Denise Delgado was appointed to the Palm Springs International Airport Commission and due to a scheduling conflict, she is unable to continue on this commission. Staff is requesting that Mayor Hernandez appoint another Councilmember or staff to represent the City of Coachella.

FISCAL IMPACT:

None



STAFF REPORT 3/11/2026

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Sponsorship Request Option for Visit Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella

STAFF RECOMMENDATION:

Staff recommends that City Council consider approving a sponsorship request option for Visit Greater Palm Springs Restaurant Week to sponsor the participation fees for 10-20 restaurants in the city of Coachella. The sponsorship amount will depend on the number of restaurants the City Council would like to support (*please refer to the Fiscal Impact section for more detail*).

BACKGROUND:

To support the local economy, grow visitation, and evolve Greater Palm Springs as a culinary destination, Visit Greater Palm Springs hosts Greater Palm Springs Restaurant Week. The annual event showcases a variety of eateries throughout the nine-city destination during a historically slower time period. VGPS works in partnership with sponsors, cities, and restaurants to promote this event through a fully integrated marketing approach, including paid media, digital media, content strategies, social media, and PR initiatives targeting visitors and the local community. Last year's event featured **121 participating restaurants** across all nine cities of the Coachella Valley. Diners had the option of prix-fixe menus at set price points or, new this year, a special offer from the restaurant exclusive to Greater Palm Springs Restaurant Week. This year, Restaurant Week will take place May 29 – June 7, 2026.

DISCUSSION/ANALYSIS:

A marketing, advertising, and public relations campaign with a media value of over \$559,000 will promote Greater Palm Springs Restaurant Week and the participating restaurants throughout the Coachella Valley. The campaign will generate millions of consumer impressions in the local area and in the regional drive markets prior to, during, and following Restaurant Week. Restaurants who register for Greater Palm Springs Restaurant Week will agree to fulfill all obligations of participation including:

- The Restaurant Week menu is priced at one of the event price points, or includes a “special

offer” or “experience” that will be included in the “special offers” category.

- Restaurant Week menu is offered to ALL diners during the registered meal periods over event dates of May 29 – June 7, 2026.
- Menu must be available during normal business hours (breakfast, brunch, lunch and/or dinner).



FISCAL IMPACT

The participation fee for restaurants is \$400 per restaurant. City staff is recommending that the City Council considers sponsoring anywhere between 10-20 restaurants, if possible. Depending on the number of restaurants the City would like to sponsor, the costs could be:

- Option 1 - 10 Restaurants \$4,000
- Option 2 - 15 Restaurants \$6,000
- Option 3 - 20 Restaurants \$8,000
- Option 4 - 25 Restaurants \$10,000

Funding would come from the General Fund Reserves.

ALTERNATIVES:

1. Approve a Sponsorship Request Option for Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella
2. Not approve; provide alternative direction

ATTACHMENT(S):

1. Greater Palm Springs Restaurant Week Participation Kit



GREATER
palm springs
RESTAURANT
WEEK



2026
Participation kit



Table of contents



Event Information	03
Why Participate?.....	03
Menu Pricing	03
Advertising	04
Public Relations	04
Promotional Benefits	05
Menu Information	06
Sample Menus	06
Event Guidelines	11
Social Media Tips.....	12
Photo Tips for Social Media.....	13
Instagram.....	14
Facebook.....	15
TikTok	17
Event Tips.....	18



Event Information

Greater Palm Springs Restaurant Week is back and better than ever, with more flexibility for restaurants and diners! Kicking off May 29 – June 7, 2026, [Greater Palm Springs Restaurant Week](#) gives restaurants the ability to participate with a prix-fixe menu or ANY special offer exclusive to the event, anytime of day.

The Summer Eats pass will launch immediately following [Greater Palm Springs Restaurant Week](#), June 9 – September 1. This promotion encourages visitors and locals to dine out all summer long with special offers from restaurants and a chance to win prizes from Visit Greater Palm Springs.

With these more flexible special offer options, [Greater Palm Springs Restaurant Week](#) is open to all restaurants across the Coachella Valley.

2026 EVENT DATES

Friday, May 29 through
Sunday, June 7

Why Participate?



Gain new customers



Promote the
restaurant



Be part of the local
culinary community

Menu Pricing

BREAKFAST/BRUNCH/LUNCH:

2+ items

\$15, \$25, \$35, or special offer

DINNER:

3+ items

\$39, \$49, \$59, or special offer

PARTICIPATION FEE:

\$400 per restaurant



REGISTRATION DEADLINE:

Friday, March 27, 2026



★ Promotional Benefits

DINEGPS WEBSITE

- Features participating restaurants with photos, logo, description, address, phone, and menus

EVENT LOGOS + CREATIVE

- For use on restaurant websites, menus, and social media channels

PROMOTIONAL ITEMS

- Check stuffers, table tents, window clings, and event poster

ENHANCED WEBSITE LISTING

- Participating restaurants receive an enhanced listing that runs on visitgreaterpalm Springs.com all year long

LISTING IN THE GUIDE

- Your 20-word listing description in the directory of the monthly THE GUIDE magazine from Palm Springs life for 1 year.





GREATER palm springs RESTAURANT WEEK

MAY 30 – JUNE 8, 2025

www.dinegps.com



YOUR RESTAURANT NAME OR LOGO

[Enter Special Offer or Promotion Name]

Starter (Choice of One)

[Enter Starter Option 1: Description]
[Optional Pairing: Beverage Name, Type, or Leave Blank]

[Enter Starter Option 2: Description]
[Optional Pairing: Beverage Name, Type, or Leave Blank]

Entrée (Choice of One)

[Enter Entrée Option 1: Description]
[Optional Pairing: Beverage Name, Type, or Leave Blank]

[Enter Entrée Option 2: Description]
[Optional Pairing: Beverage Name, Type, or Leave Blank]

Supplemental Dish (Optional)

[Enter Supplemental Dish: Description]
[Optional Price or Leave Blank]

Dessert (Choice of One)

[Enter Dessert Option 1: Description]
[Enter Dessert Option 2: Description]

\$00/PERSON | NOT INCLUDING TAX AND GRATUITY



Menu Information

TIPS FOR A SUCCESSFUL GREATER PALM SPRINGS RESTAURANT WEEK EVENT



Menu needs to be robust and of good value.



Menu should provide value to diners.



Improve word-of-mouth by showcasing your best dishes.



Be creative and descriptive of menu items.



Use Instagram, TikTok, Facebook, and X to promote your menu.

GREATER palm springs
RESTAURANT WEEK
MAY 29–JUNE 7, 2026

YOUR RESTAURANT
NAME OR LOGO

SMALL PLATES

choice of THREE items

- Tuna Tostada
Oil poached, salsa merit, avocado, habanero, nasturtium
- Wagyu Steak Tartare
Cornichon, caper, mustard, thickened egg yolk, milk bread
- Charred Avocado and Crispy Rice Salad
Chile, cilantro, garlic chives, cane vinegar
- Spaghetti alla Chitarra
Garlic, anchovy, extra-virgin olive oil, Calabrian bread crumbs
- Mezzi Rigatoni
Crushed meatballs, burrata cheese, marinara
- Meatballs
Pork and beef, ricotta, pecorino, tomato sauce, grilled ciabatta
- Sunchoke and Coconut Curry
House-made naan, yellow curry, herbs
- Patty Melt
Taleggio cheese, caramelized onions, caraway, Calabrian aioli
- Red Velvet Mini Churros
Chocolate hazelnut sauce
- Layered Chocolate Buttermilk Cake
Vanilla bean buttercream, dark chocolate fudge
- Glass of Pinot Grigio, Rosé or Pinot Noir

\$39/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample Menu



UPSELL

Offer a wine/beverage pairing or special cocktail with each course.



UPSELL

Offer supplemental dishes at an additional price.



INCLUDE

Give diners a choice of a beverage or dessert.





GREATER
palm springs
RESTAURANT
WEEK
MAY 29–JUNE 7, 2026



YOUR RESTAURANT
NAME OR LOGO

SPECIAL OFFER RESTAURANT WEEK ONLY

5-Course Wine Pairing Dinner

\$125 per person

Prosciutto E Piselli, Prosciutto, Pea and Lemon Vinaigrette, Olive Oil
WINE PAIRING: Col Solivo Prosecco NV (Italy)

Tuna Crudo, Pickled Apple, Sesame, Coconut
WINE PAIRING: Linard Gontier Brut NV (Champagne, France)

MonkFish, Potato, Red Pepper, Pan Juices
WINE PAIRING: Villiera Tradition Brut Cap Classique NV (South Africa)

Pork Tenderloin "Milanese" Pancetta, Rapini, Lemon Hollandaise
WINE PAIRING: Faire La Fete Cremant de Limoux Brut Rose (France)

Flexible Ganache, Chocolate Tuile, Guava Curd, Nougat
WINE PAIRING: Rocaforte Lambrusco NV (Italy)

Sample
Menu



GREATER
palm springs
RESTAURANT
WEEK

REGISTER NOW: dineGPS.com/register

REGISTER BY MARCH 27, 2024 TO RECEIVE ALL PROMOTIONAL BENEFITS.

Need more info? Contact Davis davis@visitgreaterps.com or 760.969.1360

Page 120





GREATER
palm springs
RESTAURANT
WEEK
MAY 29–JUNE 7, 2026



YOUR RESTAURANT
NAME OR LOGO

LUNCH

starter: choice of

Soup Du Jour

Please ask your server for today's special or

Green Market Salad

Local greens, crispy scallops, walnuts, goat cheese and Meyer lemon vinaigrette or

Salt & Pepper Calamari

Jalapeno, shallots, cucumber, five spice and ginger aioli

entree: choice of

Chopped Cobb Salad

Organic mixed greens, grilled chicken, avocado, blue cheese, bacon, green onions, tomato, hard boiled egg and white balsamic vinaigrette or

House Burger

Ground beef mixed with garlic & rosemary, topped with feta, lettuce, tomato and red onion served on a toasted bun or

Grilled Vegetable Spaghetti

Seasonal roasted vegetables tossed with pine nuts, roasted saffron marinara over spaghetti and topped with fresh basil

supplemental dessert \$5

Chocolate Cake

Hazelnut ice cream, caramel and chocolate sauce or

Ginger Mojito

Bacardi rum, fresh mint, ginger, and fresh lime juice

\$15/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample
Menu



GREATER
palm springs
RESTAURANT
WEEK

REGISTER NOW: dineGPS.com/register

REGISTER BY MARCH 27, 2024 TO RECEIVE ALL PROMOTIONAL BENEFITS.

Need more info? Contact Davis davis@visitgreaterps.com or 760.969.1360





GREATER
palm springs
RESTAURANT
WEEK
MAY 29–JUNE 7, 2026



YOUR RESTAURANT
NAME OR LOGO

DINNER

starter: choice of

Young Romaine Salad
Lemon caper dressing, shaved Parmesan, sourdough crouton
La Marca Prosecco \$9 or

Roasted Tomato and Basil Soup Fresh herbs, Gorgonzola cheese and garlic crostini
Chateau St. Jean Fume Blanc, Sonoma County, 2009 \$10 or

Crab Cake Celery salad and remoulade sauce
Meliora Chardonnay, Santa Rita Hills, CA 2011, \$12

entree: choice of

Pan-Sauteed Maine Diver Scallops
Confit fingerling potatoes, hazelnut brown butter and mache salad
Schafer-Frohlich Medium Dry Nahe Riesling, 2010 \$10 or

Roasted Jidori Chicken Garden ragout of sweet white corn, petite green peas, pearl onions baby red potatoes,
carrots and roasted chicken jus
Chateau Monbousquet White, Bordeaux, 2004 \$12

supplemental dish

Duo of Prime New York steak and lobster tail \$19
Stuffed tortellini, sauce Bordelaise and horseradish potato puree

choice of

Glass of House Wine or Draft Beer or
Molten Chocolate Cake or
Dulce Leche Crème Brulee

\$39/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample
Menu



GREATER
palm springs
RESTAURANT
WEEK

REGISTER NOW: dineGPS.com/register

REGISTER BY MARCH 27, 2024 TO RECEIVE ALL PROMOTIONAL BENEFITS.

Need more info? Contact Davis davis@visitgreaterps.com or 760.969.1360





GREATER
palm springs
RESTAURANT
WEEK
MAY 29–JUNE 7, 2026



YOUR RESTAURANT
NAME OR LOGO

SMALL PLATES

choice of **THREE** items

Tuna Tostada

Oil poached, salsa merit, avocado, habanero, nasturtium

Wagyu Steak Tartare

Cornichon, caper, mustard, thickened egg yolk, milk bread

Charred Avocado and Crispy Rice Salad

Chile, cilantro, garlic chives, cane vinegar

Spaghetti alla Chitarra

Garlic, anchovy, extra-virgin olive oil, Calabrian bread crumbs

Mezzi Rigatoni

Crushed meatballs, burrata cheese, marinara

Meatballs

Pork and beef, ricotta, pecorino, tomato sauce, grilled ciabatta

Sunchoke and Coconut Curry

House-made naan, yellow curry, herbs

Patty Melt

Taleggio cheese, caramelized onions, caraway, Calabrian aioli

Red Velvet Mini Churros

Chocolate hazelnut sauce

Layered Chocolate Buttermilk Cake

Vanilla bean buttercream, dark chocolate fudge

Glass of Pinot Grigio, Rosé or Pinot Noir

\$39/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample
Menu



GREATER
palm springs
RESTAURANT
WEEK

REGISTER NOW: dineGPS.com/register

REGISTER BY MARCH 27, 2024 TO RECEIVE ALL PROMOTIONAL BENEFITS.

Need more info? Contact Davis davis@visitgreaterps.com or 760.969.1360

Page 123



Event Guidelines

Greater Palm Springs Restaurant Week is an ideal time to showcase what your restaurant does best. We want diners to have a great experience that is consistent and memorable over the 10-day event.

BY REGISTERING FOR GREATER PALM SPRINGS RESTAURANT WEEK, YOU AGREE TO FULFILL ALL OBLIGATIONS OF PARTICIPATION INCLUDING:

- The Restaurant Week menu is priced at one of the event price points, or includes a “special offer” or “experience” that will be included in the “special offers” category.
- Restaurant Week menu is offered to ALL diners during the registered meal periods over event dates of Friday, May 29 – Sunday, June 7, 2026.
- Menu must be available during normal business hours (breakfast, brunch, lunch and/or dinner).

EXAMPLES OF SPECIAL OFFERS FOR RESTAURANT WEEK COULD INCLUDE:

- Your choice of free appetizer with purchase of 2 entrées
- Half-off wine all week long
- Happy hour menu all night (include items and prices)
- Special wine or spirits pairing dinner (include price)
- \$5 Breakfast Special (list \$5 items)





Social Media Tips

We are thrilled to have your restaurant participating in Greater Palm Springs Restaurant Week, and we are happy to share our tips on how to use social media to get diners excited about your restaurant. Social media is influencing where people eat every day, and it's one of the most effective platforms to get the word out that your restaurant is involved in Restaurant Week.



Connect to Greater Palm Springs Restaurant Week:

Instagram & Facebook: [@dinegps](#)

TikTok: [@visitgreaterps](#)

GENERAL TIPS

- Create a consistent voice for your restaurant.
- Be conversational and creative in your copy.
- Tag all your social posts [#dineGPS](#) and [@dineGPS](#).
- Engage with your followers by re-posting, and responding to comments.
- Collaborate with influencers to share their experience at your restaurant with their followers.
- Make all social handles easily accessible in your restaurant and on menus, so diners can easily share their experience.
- Stay active on social media before and during Restaurant Week.
- Post regularly on a schedule that keeps the restaurant top-of-mind.
- Post beautiful shots of your Restaurant Week dishes and drinks.



GREATER
palm springs
RESTAURANT
WEEK

REGISTER NOW: dineGPS.com/register

REGISTER BY MARCH 27, 2024 TO RECEIVE ALL PROMOTIONAL BENEFITS.

Need more info? Contact Davis davis@visitgreaterps.com or 760.969.1360





Photo Tips for Social Media

RESOLUTION

Higher quality images are always preferred on social media.

FACEBOOK: Feed/ad: 1200x628px **INSTAGRAM:** Standard: 1080x1080px
 Story: 1080x1920px Story: 1080x1920px
 Event: 1920x1080px

X: Feed: 1024x512px

TIKTOK: HD Video: 1080x1920px

COMPOSITION

Make the image about the subject: Props are welcome, but don't let them take over an image.



- Start with the subject and then consider what more to add to give the photograph more action.
- Double check that everything in the frame is what you intend to photograph.
- Remove extras like dirty silverware, napkins, brand labels, etc.
- Fill the frame: Make the most of the space that you have with the subject.
- Try different angles: Depending on the subject, it might photograph best above or to the side.
- Don't be afraid to get in odd positions for the right shot, holding the subject in the air or crouching on the ground.
- Consider backgrounds and look around for other places to put your subject to match the aesthetic.
- Do not use zoom features to compose an image as it will likely come out pixelated; always move yourself to get your lens closer to the subject or crop the photo later.

LIGHTING

Good lighting will make a subject more appealing.

- Use natural light when possible.
- When using a smartphone, simply use night mode photography settings.
- Do not use flash; it will create harsh highlights and deep shadows.





Instagram

Update your Instagram profile to include key information about your restaurant: address, hours of operation, and link to your Restaurant Week menu. Share great food photos of your Restaurant Week dishes leading up to and during the event. Use Instagram Stories to bring your photos to life with exclusive content. Don't forget you can tag [@dineGPS](#) in your stories, too. Use the [#dineGPS](#) hashtag in your posts for a chance to be regrammed by Visit GPS. Add other hashtags to help consumers find your posts.

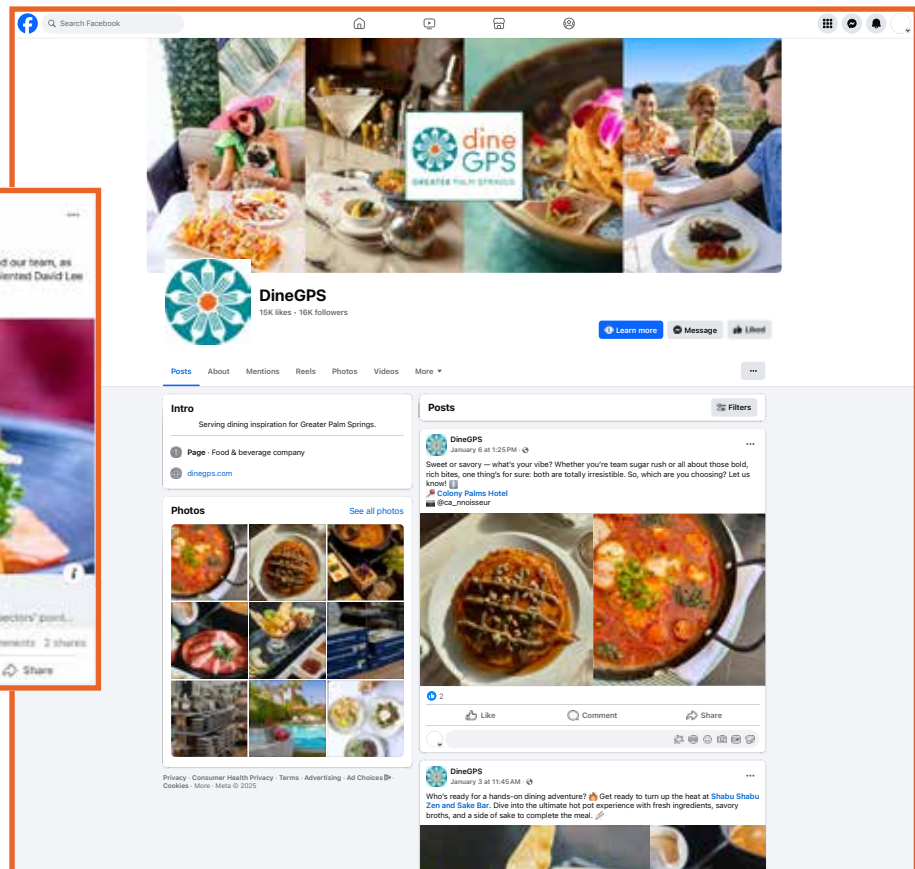




Facebook

Create a voice for your restaurant that will be the voice you use on Facebook. Remember that Facebook (and social media in general) works best when your tone is more conversational and less salesy.

- Post a link to your Restaurant Week menu on Facebook.
- Share photos of your featured dishes and the unique ambiance of your restaurant. Remember, Restaurant Week is about more than just your delicious food—it's about the full dining experience.
- Use Facebook Live and videos to share behind-the-scenes content featuring your chef, dish preparation, recipes, etc.
- Share links to articles that your restaurant is featured in.
- Consider setting aside a small portion of your monthly marketing budget for boosting posts on Facebook. Boosting a post for just \$5 can increase the number of people you reach by hundreds of users.





TikTok

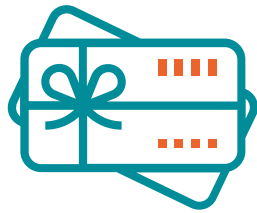
TikTok is another great tool to grow your customer base. Here's some tips for engaging new diners on TikTok:

- Give a TikTok tour of your restaurant and introduce your staff. There's a lot more to making a great restaurant than just slinging Instagrammable food and drinks. Bring your customers on tours of your business. Introduce an employee, greet a fresh-arriving shipment of food, or show the behind-the-scenes preparation for a special event or party.
- Debut your Restaurant Week Menu and other new specials on TikTok. Besides being an interactive way to really show off what you're serving, it can also act as a way to draw in diners who may not have made dinner plans yet.
- Tap into your customers' finest moments. Great food and solid service may be what keeps a business running, but customers add their own dimension that becomes part of your restaurant's personality. Take advantage of a genuinely happy moment — a proposal, a birthday party, or just happy friends enjoying each other's company — and share it with your fans. You'll show that you care about the people coming to eat with you.
- Show off what makes your kitchen or your process unique. TikTok didn't invent the "how it's made" video, but it has made them crazy-popular. As a restaurant, you're in a perfect position to use the platform to give a behind-the-scenes look at what goes into making your best dishes. Do you use a weird machine that no one has in their home kitchens? Fire it up and show it off! If your food has an interesting backstory, let your customers get excited to see it for themselves.
- Teach your TikTok audience a recipe or technique. People love learning. They love food. And you know more about food than they do. So figure out how to teach your customers a thing or two. When it comes to easy, rinse-and-repeat TikTok ideas for restaurants, it doesn't get much better than recipes and tutorials. It could be specific pointers on how you cook your fish, or the right way to eyeball a classic Manhattan.

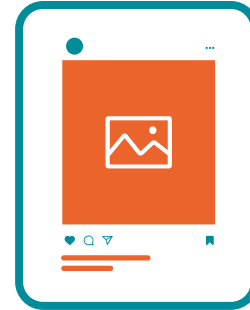


Event Tips

Bounceback incentives are a great way to keep the momentum going after Restaurant Week. Here are a few ideas to keep them coming back for more.



Give Greater Palm Springs Restaurant Week diners an exclusive discount card that can be redeemed after Restaurant Week is over. Print business-card size using an online printing site.



Diners who “like” your restaurant on Facebook, or post on Instagram about their meal during Restaurant Week get a special discount card for a future visit.



Diners who bring in their receipt from Restaurant Week at a later date can get a free appetizer or discount off their meal.



Have your staff remind patrons that if they return on their birthday, they’ll receive a free entrée, drink, or a discount off their meal.





GREATER
palm springs
RESTAURANT
WEEK
MAY 29–JUNE 7, 2026



dine
GPS

GREATER PALM SPRINGS



STAFF REPORT
March 11, 2026

TO: Honorable Mayor and City Council Members

FROM: Lincoln Bogard, Finance Director
Bill Pattison, City Manager

SUBJECT: Approval of Joint Exercise of Powers Agreement establishing the Coachella Electric Financing Authority

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2026-13, approving the Joint Exercise of Powers Agreement with Imperial Irrigation District creating the Coachella Electric Financing Authority.

BACKGROUND:

Throughout California, communities are facing significant challenges regarding electric infrastructure. One only needs to look at the headlines to see the growing pressure throughout the State. Energy facilities are reaching capacity, and aging infrastructure is reaching the end of its useful life. The growth of electrification, in homes, appliances, and vehicles, only creates additional pressure on reliability, emphasizing the importance of capacity and redundancy. These challenges are particularly acute in the desert environment where electricity is a core safety issue. It is prudent and critical to plan for the long-term needs of the City in ensuring reliability in the provision of this essential service for our community.

The City and Imperial Irrigation District (“IID”) have been working collaboratively to address these critical infrastructure needs through the formation of a new joint powers agency called the Coachella Electric Financing Authority. The Coachella Electric Financing Authority would be formed pursuant to a Joint Exercise of Powers Agreement between the City and IID. The City Council will sit as the governing board of the Coachella Electric Financing Authority and City staff will serve as its officers. The Coachella Electric Financing Authority would provide for the provision of electric service in the City of Coachella, including but not limited to, the funding and construction of electric system improvements within the City.

The goal of the Coachella Electric Financing Authority would be to issue bonds secured by a surcharge collected by IID on behalf of the City. The bonds would finance the expansion of 3 existing substations and the construction of a new substation within the City.

DISCUSSION/ANALYSIS:

The projects will be funded through a surcharge to be imposed by the Coachella Electric Financing Authority that would be collected on IID bills within the City. The surcharge will be a flat per kWh charge and apply to all sales within the City. The surcharge will be set at a future date based on the report of Roukema Consulting LLC and on cost estimates provided by IID. The final level of the surcharge will be known once the capital, construction, and financing costs are finalized.

Importantly, the revenues generated by the Coachella Electric Financing Authority will remain in Coachella. These revenues will fund projects for the benefit of the City and its ratepayers as a whole and help ensure that the City is proactively taking steps to both protect existing assets and provide new, critical electric infrastructure for future generations.

Assuming approval of the Joint Exercise of Powers Agreement by the City Council and IID Board of Directors in March, it is expected that the Coachella Electric Financing Authority would have its first organizational meeting in April and would approve the imposition of surcharge at a later meeting. The Joint Exercise of Powers Agreement also includes a form of Project Agreement and Servicing Agreement to be entered into by the Coachella Electric Financing Authority and IID. The Servicing Agreement sets for the terms pursuant to which IID will collect the surcharge and remit it to the Coachella Electric Financing Authority. The Project Agreement will set for the terms pursuant to which IID will construct, operate and maintain the substations on behalf of the Coachella Electric Financing Authority. It is anticipated that the Coachella Electric Financing Authority will issue bonds to finance the construction of the substations and will maintain ownership of the substations while any bonds are outstanding. IID will operate and maintain the substations on behalf of the Coachella Electric Financing Authority as if such substations were part of the IID electric system. The Joint Exercise of Powers Agreement does not authorize the Coachella Electric System to sell electricity to customers. IID consent and agreement is required for the financing and construction of any project under the Joint Exercise of Powers Agreement.

ALTERNATIVES:

1. Approve the action.
2. Do not approve the action.

FISCAL IMPACT:

The first bond issuance is expected to be around \$40 million, plus the formation costs to consultants which is not-to-exceed \$670,000. All of these costs will be paid through an electric surcharge billed by IID to customers, and reduced by new capacity purchased by developers at a pro-rata share of the energy demand needed for those developments.

Attachments:

1. Resolution 2026-13 Approving Joint Exercise of Powers Agreement creating the Coachella Electric Financing Authority
2. Joint Exercise of Powers Agreement

RESOLUTION NO. 2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF COACHELLA AND THE IMPERIAL IRRIGATION DISTRICT TO CREATE THE COACHELLA ELECTRIC FINANCING AUTHORITY, AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Coachella, California (the “City”) is a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (the “State”); and

WHEREAS, the Imperial Irrigation District (“IID”) is an irrigation district that is duly organized and existing under and by virtue of the laws of the State; and

WHEREAS, the City, acting pursuant to Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the “JPA Act”), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code § 6588, exercise certain additional powers; and

WHEREAS, the City and IID desire to create and establish the Coachella Electric Financing Authority (the “Authority”) pursuant to the JPA Act for the purpose of providing and enhancing electrical service within the territorial boundaries of the City through the procurement, design, construction, financing, leasing, ownership, operation and maintenance of energy system improvements, system efficiency and reliability improvements and energy service enhancements within the territorial boundaries of the City; and

WHEREAS, there has been presented to this meeting a proposed form of Joint Exercise of Powers Agreement (the “Joint Powers Agreement”), by and between the City and IID, which Joint Powers Agreement creates and establishes the Authority; and

WHEREAS, under California law and the Joint Powers Agreement, the Authority will be a public entity separate and apart from the City and IID, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City and IID or any representative of the City and IID serving on the governing body of the Authority.

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

Section 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

Section 2. The form of the Joint Powers Agreement, on file with the City Clerk, is hereby approved, and the Mayor of the City (or in his absence, the Mayor Pro Tem), or the City Manager or his designee (collectively, the “Authorized Officers”), are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Joint Powers

Resolution 2026-13

1

Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers, employees and agents of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this resolution. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 4. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Powers Agreement unless the context otherwise clearly requires.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED this 11th day of March 2026.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

City Attorney

Resolution 2026-13

2

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

I HEREBY CERTIFY that the foregoing Resolution No. 2026-13 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of March 2026, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

JOINT EXERCISE OF POWERS AGREEMENT

by and between

CITY OF COACHELLA

and

IMPERIAL IRRIGATION DISTRICT

creating the

COACHELLA ELECTRIC FINANCING AUTHORITY

March 17, 2026

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated March 17, 2026, by and between the CITY OF COACHELLA, a California municipal corporation and general law city (“**Coachella**”), and the IMPERIAL IRRIGATION DISTRICT, a California irrigation district (“**IID**”). Coachella and IID are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. The Joint Exercise of Powers Act as found at (California Government Code § 6500 *et seq.* (the “**Act**”) authorizes Coachella and IID to create a joint powers authority which has the power to exercise any powers common to Coachella and IID and any additional powers granted to the joint powers authority under the Act. This Agreement creates such an agency, which shall be known as the Coachella Electric Financing Authority (the “**Authority**”) for the purposes and to exercise the powers described herein.

B. Coachella as a municipal corporation and general law city has the power under the California Constitution and laws of the State to furnish electrical power and to procure, construct, own, operate, maintain and/or lease facilities to supply such electrical power.

C. The Parties desire to create the Authority for the purposes of procuring, designing, financing, constructing, owning, operating and maintaining energy system improvements, system efficiency and reliability improvements and energy service enhancements in order to facilitate the provision and enhancement of electrical service within the territorial boundaries of Coachella, and the Parties each desire to use any and every power common to them, and any other powers reasonably necessary and appropriate, to accomplish such purposes.

D. This Agreement does not legally bind or otherwise commit the Authority or the Members to participate in or otherwise proceed with the acquisition, design, construction or operation of any Project (as defined herein). The Members will comply with the California Environmental Quality Act (“**CEQA**”), as applicable, prior to proceeding with the acquisition, design, construction or operation of any Project.

E. Establishing and joining the Authority are administrative and organizational actions that will not result in a direct physical change in the environment or a reasonably foreseeable indirect change to the environment, and thus is not a project as defined by CEQA Guidelines section 15378(b)(5).

Now, therefore, the Parties agree as follows:

AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

“Act” shall mean the Joint Exercise of Powers Act found in Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500), as amended or supplemented from time to time.

“Agreement” shall mean this Joint Exercise of Powers Agreement creating the Authority, as it may be amended from time to time.

“Authority” shall mean the Coachella Electric Financing Authority created by this Agreement.

“Board” or “Board of Directors” shall mean the governing board of the Authority.

“Bonds” shall mean bonds, notes, commercial paper and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act, and any indebtedness issued or incurred by the Authority pursuant to any act supplementary to the Act, including, but not limited to, refunding bonds authorized and issued pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“Brown Act” shall mean the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

“Budget” shall have the meaning ascribed to such term in Section 14(a) of this Agreement.

“Business Day” shall mean a day which is not a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or legal holiday on which banking institutions in the State are closed.

“Disputing Party” shall have the meaning ascribed to such term in Section 19(a).

“Indenture” shall mean each indenture, trust agreement, resolution or other such instrument pursuant to which Bonds are issued.

“Members” shall mean Coachella and IID.

“Notice of Dispute” shall have the meaning ascribed to such term in Section 19(a).

“Project” or “Projects” shall mean the energy system improvements, system efficiency and reliability improvements and energy service enhancements or other facilities necessary and appropriate for carrying out the purposes of this Agreement and the applicable Project Agreement, and as further specified in such Project Agreement.

“Project Agreement” shall mean an agreement substantially in the form attached hereto as Exhibit A between the Authority and IID, or a successor thereto, entered into for a Project that, among other things, will identify the Project (or any subcomponents of such Project, if applicable), establish the scope of the Project, establish the ownership of the components of the Project, the terms of the lease of equipment, property or all or a portion of the Project, if applicable, to IID, define the responsibilities of the Authority and IID with respect to the design, acquisition, and construction, and the obligation of IID to operate, maintain and repair such Project in accordance with this Agreement, and provides for the interconnection of such Project into IID’s electrical system.

“Servicing Agreement” shall mean the agreement substantially in the form’ attached hereto as Exhibit B between the Authority and IID, or any successor to IID, pursuant to which IID will agree to collect on behalf of, and remit to, the Authority the Surcharge.

“Surcharge” shall mean the fee or charge charged by the Authority for the provision of electrical service.

“State” shall mean the State of California.

“System Average Rate” shall mean the total revenues generated by IID from the sale of electricity to all rate classes divided by the total kilowatt hours of electricity sold by IID to all rate classes.

“1934 Agreement” shall mean the Agreement of Compromise, dated February 14, 1934, by and between the Coachella Valley Water District and IID.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of providing and enhancing electrical service within the territorial boundaries of Coachella through the procurement, design, construction, financing, leasing, ownership, operation and maintenance of energy system improvements, system efficiency and reliability improvements and energy service enhancements.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until the Members terminate this Agreement in writing; provided, however, this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any Indenture, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred. Notwithstanding the prior provisions of this Section 3, this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of the Authority.

Section 4. Creation of the Authority. There is hereby created pursuant to the Act a joint powers authority and public entity to be known as the “Coachella Electric Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the territorial boundaries of Coachella. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall not have the power to incur any debt, liability or obligation that is not subject to the preceding sentence, including, but not limited to, any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

Section 5. Powers.

(a) *General Powers.* The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority, except any such powers which are specifically prohibited to the Authority by applicable law or otherwise limited by Section 5(c) below. The

Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of Coachella.

(b) *Specific Powers.* The Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To lease, acquire, design, construct, manage, maintain or operate any building, works or improvements for the purposes set forth in Section 2 of this Agreement;
- (4) To enter into a real or personal property lease or leases with IID to facilitate the purposes set forth in Section 2 of this Agreement;
- (5) To acquire, hold or dispose of property or the right to use property or facilities for the purposes set forth in Section 2 of this Agreement;
- (6) To incur debts, liabilities, or obligations which do not constitute a debt, liability, or obligation of any Member;
- (7) To charge the Surcharge;
- (8) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions, and donations;
- (9) To prescribe the duties, compensation, and other terms and conditions of employment of other agents, officers, and employees;
- (10) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;
- (11) To apply for, accept, receive, and disburse grants and loans from local, state, or federal agencies or from individuals or businesses;
- (12) To sue and be sued in its own name;
- (13) To fund and maintain adequate reserve funds to support debt and operational requirements;
- (14) To invest money in its treasury, pursuant to Government Code Section 6505.5 et seq., that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Government Code Section 53601;
- (15) To enter into Project Agreements in connection with any Projects;

- (16) To enter into the Servicing Agreement with IID;
- (17) To issue Bonds or incur other obligations of the Authority;
- (18) To exercise any and all powers which are provided for in the Act and in Government Code Section 6584 et seq., including, without limitation Government Code Section 6588, as they exist on the date of this Agreement or may hereafter be amended;
- (19) To take action by resolution, ordinance, or motion, as approved by the Board as specified herein;
- (20) To carry out and enforce all provisions of this Agreement with respect to the activities necessary to undertake the acquisition, design, construction, ownership, operation and maintenance of any Projects;
- (21) To conduct such other activities as are necessary and appropriate to carry out purposes set forth in Section 2 of this Agreement; and
- (22) To exercise any power necessary or incidental to the foregoing powers.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

(c) *Limitation on Powers.* The powers set forth in Sections 5(a) and 5(b) shall be subject to the limitations on the powers of the Authority set forth in Section 4. In no event shall the Authority be authorized to provide electrical service consisting of the distribution of electrical power directly to end user customers.

(d) *Termination of Powers.* The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 6. Governing Board.

(a) *Members of the Governing Board.* The Authority shall be administered by the Board, which shall consist of the City Council of Coachella. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold his or her respective office on the City Council of Coachella, and the successor to such officer or director of Coachella shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(b) *Meetings of Board.*

(1) The time and place for holding Board meetings shall be established, and may be changed at any time, consistent with the Brown Act. Initially, the Board shall conduct regular meetings on the same date, at the same time and at the same location as the regular meetings of the City Council of Coachella. Such regular meetings may occur either during or after the regular meetings of the City Council of Coachella, but may not commence earlier than the starting time for the regular meetings of the City Council of Coachella. If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chair that no items require discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act, or any successor legislation hereafter enacted. The Authority shall provide IID with notice of all such regular and special meetings of the Board.

(3) The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(c) *Voting.* Each member of the Board shall have one vote. Subject to Section 5(d) below, all actions of the Board, including, but not limited to, approval of Authority budgets and approval of the issuance or refunding of Bonds shall be approved on the affirmative vote of a majority of the Board members of the Authority voting on the issue. In the event of a tie vote among the members of the Board, the matter will not be considered to have passed.

(d) *Limitations on Board Action; Matters Reserved to Members.* Notwithstanding Section 5(c) above, in addition to approval of the Board as provided in Section 5(c), the written approval of IID and Coachella shall be required to:

- (1) amend this Agreement in any manner;
- (2) alter the purpose, powers or authority of the Authority or the Board;
- (3) initiate litigation or an alternative dispute resolution process against any party;
- (4) in connection with any litigation or alternative dispute resolution process, hire counsel, or defend any action or claim without conferring and cooperating with the other Member;

(5) borrow funds in excess of the amount reasonably necessary to pay for a Project identified in an executed Project Agreement;

(6) enter into a Project Agreement, Servicing Agreement or Lease Agreement with any party other than IID;

(7) modify any executed Project Agreement, Service Agreement or Lease Agreement; or

(8) increase the Surcharge by an amount in excess of 10% of the then-existing System Average Rate.

For purposes of this Section 6(d)(8), the written approval of the Members shall be evidenced by an action of the governing body of the applicable Member. For all other purposes under this Section 6(d), written approval may be evidenced, for IID, by a certificate of the General Manager of IID or designee, and for Coachella, by a certificate of the City Manager of Coachella or designee

Section 7. Officers; Duties; Bonds.

(a) *Officers.* The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer/Auditor. Such officers may be directors or officers of Coachella serving ex officio.

(b) *Chair.* The Chair of the Authority shall be the Board member who is the Mayor of Coachella. The term of office of the Chair shall be the same as the term of the Mayor of Coachella. The Chair shall be the presiding officer of all Authority meetings, and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority.

(c) *Vice Chair.* The Vice Chair of the Authority shall be the Board member who is the Mayor Pro Tem of Coachella. The term of office of the Vice Chair shall be the same as the term of office of the Mayor Pro Tem of Coachella. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is elected or appointed.

(d) *Executive Director.* The City Manager of Coachella is hereby designated as the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority.

(e) *Secretary.* The City Clerk of Coachella is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. Any assistant City Clerk of Coachella shall also serve as an assistant

secretary of the Authority and may take any actions for which the Secretary has become authorized by the Agreement, any Indenture, and any resolution of the Board of the Authority or otherwise.

(f) *Treasurer/Auditor.* The Finance Director of Coachella is hereby designated as the Treasurer of the Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board, and as such shall have the power, duties and responsibilities that are specified in Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(1) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board and the Members, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(g) *No Compensation.* The services of the officers shall be without compensation by the Authority. Coachella and IID will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services, except that IID will be entitled to recover its Administrative Costs as set forth in the Servicing Agreement.

(h) *Legal Counsel and Other Consultants.* The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(i) *Employment by the Authority.*

(1) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements or benefits of any Member.

(2) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of the respective Members, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(j) *Confirmation of Officers.* Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(k) *Limitation on Contracting on Behalf of the Authority.* No Board member, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 8. Provision for Bylaws. The Board may cause to be developed and may adopt, from time to time, such bylaws for the Authority to govern its day-to-day operations. Each Member shall receive a copy of any bylaws developed and adopted under this section.

Section 9. Fiscal Year. The first fiscal year of the Authority shall be the period from the date of this Agreement to June 30, 2026. Each subsequent fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the succeeding year, unless changed by resolution of the Board.

Section 10. Transfer and Disposition of Assets. Until all Bonds are no longer outstanding pursuant to their terms and the Surcharge is no longer being charged and collected by the Authority, title to any improvements financed with the proceeds of any Bonds or funded with the proceeds of the Surcharge shall remain held solely by the Authority, and the improvements financed with the proceeds of any Bonds or funded with the proceeds of the Surcharge shall not be considered assets, works, facilities or power rights in which IID has an interest or investment, and the improvements financed with the proceeds of any Bonds or funded with the proceeds of the Surcharge are not transferrable for any reason to any party, including any successor to IID, and Section 17(p) of the 1934 Agreement is inapplicable to the improvements financed with the proceeds of any Bonds or funded with the proceeds of the Surcharge.

Upon termination of this Agreement pursuant to Section 3 hereof, and after the payment of all liabilities, costs, expenses and charges validly incurred under this Agreement and payable by the Authority, any remaining assets of the Authority or amounts on deposit in any fund or account of the Authority shall be transferred to IID, or, in the event that IID is no longer providing electrical service within the boundaries of Coachella, to the successor electrical service provider then-providing electrical power within the boundaries of Coachella. In the event funds are transferred to IID pursuant to this Section, IID agrees to apply such funds to enhance electrical service and/or Projects within Coachella.

Section 11. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by Coachella or IID for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Members, and the Authority at the time of making such advance as provided by Government Code Section 6512.1. It is mutually understood and agreed that the Members have no obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority.

Section 12. Projects.

(a) *Acquisition and Construction of Projects.* The design, acquisition and construction of any Projects shall be undertaken pursuant to the terms of a Project Agreement relating to the applicable Project. If the Project Agreement provides for the acquisition, design and/or construction of any Project, or portions of a Project, by a party other than IID pursuant to the terms of a separate agreement with such party, such agreement and any related designs or equipment must comply with IID's requirements, practices and standards, as set forth in the applicable Project Agreement, and IID will have the right to review any such agreement, designs or equipment specifications to confirm compliance with IID's requirements, practices and standards in accordance with such Project Agreement. The costs of the design, acquisition and/or construction of any Projects are expected to be paid with the proceeds of Bonds, the proceeds of the Surcharge or any other lawfully available source of funds of the Authority.

(b) *Operation, Maintenance and Repair of Projects.* The Projects are expected to be integrated into IID's overall electrical system that serves Coachella. Accordingly, the Members agree that IID can most efficiently operate, maintain and repair such Projects and, as a result, IID shall be responsible for the operation, maintenance and repair of the Projects pursuant to the terms the Project Agreement relating to the applicable Project. The costs of operating, maintaining and repairing the Projects shall be paid from amounts collected by IID through the rates and charges that IID charges for electrical service provided by IID. In the event that IID no longer provides electrical service within the boundaries of Coachella and the Projects are no longer part of IID's electrical system, IID shall no longer be responsible for operating, maintaining or repairing the Projects.

So long as IID is operating, and maintaining and repairing a Project, IID shall have unfettered access and control over such Project and the operation of such Project, including, without limitation, the ability to unilaterally take any and all actions necessary to ensure the overall integrity, safety, efficiency and reliability of IID's electric power system and to respond as necessary to any emergency conditions. For purposes of this Section 12(b), IID shall have the same access and control to the applicable Project as IID would have to such Project if the Project were solely funded and owned by IID.

(c) *Ownership of Projects Acquired or Constructed by the Authority.* Any Projects acquired or constructed by the Authority shall be owned by the Authority, unless otherwise specified in the Project Agreement.

(d) *Lease of Project and Related Land and Equipment.* In order to provide operational control as contemplated in Section 12(b) a Project Agreement may provide for the lease of any equipment, land, a Project or part of a Project owned by the Authority to IID or include the lease provisions. If the Authority and IID determine not to include lease provisions in a Project Agreement, the Authority and IID may enter into a separate lease agreement. Subject to Section 6(d)(6), to the extent provided for under the applicable Project Agreement, the Authority may enter into a lease agreement with a party other than IID for any equipment, land, a Project or part of a Project owned by the Authority for the purposes set forth in such Project Agreement.

(e) *Interconnection to the IID Electrical System.* IID will provide for the interconnection of a Project into IID Electrical System.

(f) *No Assignment or Subletting of IID 's Power Rights or Privileges.* Nothing in this Agreement, any Project Agreement, the Servicing Agreement or any lease agreement shall constitute or be interpreted as an assignment or subletting by IID to the Authority or to Coachella of any of IID's power rights and privileges under the 1934 Agreement.

Section 13. Surcharge.

(a) *Establishment of Surcharge.* Pursuant to Sections 5(c) and (d) above, the Board of the Authority by resolution or ordinance may authorize the charge of the Surcharge. The terms of the resolution or ordinance shall set forth the amount of the Surcharge to be charged and duration of the charge of the Surcharge, among other terms. The Board may modify the terms of any Surcharge pursuant to a subsequent resolution or ordinance, subject to the provisions of Section 5(d) and any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

The Surcharge authorized by the Authority is for the purpose of improving the delivery of electric service by adding Authority financed or funded improvements, but is not and shall not be considered a rate charged for the consumption of electric service in the Coachella Valley. The Surcharge shall have no impact on, and shall be entirely independent of, the rate IID charges to power customers in the Coachella and Imperial Valleys.

(b) *Collection of Surcharge.* The Surcharge shall be charged by the Authority and collected by IID pursuant to the terms of the Servicing Agreement. IID shall include the Surcharge on the bill of IID customers receiving electrical power within the boundaries of Coachella, or as otherwise specified in the resolution or ordinance approving the Surcharge. The Surcharge shall be billed and collected in a manner consistent with IID's general billing and collection practices and procedures. IID shall remit to the Treasurer, or, if directed by the Authority in writing, directly to the trustee for any Bonds issued by the Authority, any amounts collected and received during a calendar month representing the Surcharge by not later than the 15th (fifteenth) day of the second calendar month succeeding the month in which such amounts were collected and received by IID (e.g., amounts representing the Surcharge collected in January shall be remitted by no later than March 15), unless a different date for such remittance is agreed to in the Servicing Agreement.

Section 14. Budget.

(a) *Annual Budget.* The Board shall adopt a budget (the "Budget") prior to the start of each Fiscal Year. The Budget shall include components to fund the Authority's administrative and operational costs, debt service on any Bonds and any capital improvements. The Board may update and revise the Budget as necessary throughout the Fiscal Year to which the Budget applies. The Authority shall provide IID with a copy of such Budget or any amendment thereto.

Section 15. Bonds.

(a) *Authority to Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or the Members. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members or any Authority income or receipts or any Members income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or a Member, in his or her individual capacity, and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 16. Record Retention. In any event, the Authority shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

Section 17. Indemnification. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4 hereof, the confirmation provided immediately above, and the Act, the Authority shall indemnify, defend and hold harmless IID and Coachella and each of IID's and Coachella's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with the activities of the Authority.

Coachella shall indemnify, defend and hold harmless IID and each of IID's officers, directors, employees, attorneys and agents from and against any and all demands, claims or lawsuits arising out of the establishment, collection, or use of the Surcharge, or any act or failure to act by the Authority. IID may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by Coachella.

Coachella shall indemnify, defend and hold harmless the Authority and each of the Authority's officers, directors, employees, attorneys and agents from and against any and all demand, claims or lawsuits arising out of the establishment, collection, or use of the Surcharge, or the exercise of any of the rights and obligations of this Agreement.

Proceeds of any Bonds remaining following the completion of the Project for which such Bonds were issued (excluding any amounts pledged to the payment of principal or interest on such Bonds) that are legally available to use for indemnity, defense or hold harmless purposes and any Surcharge proceeds held by the Authority that are legally available to use for indemnity, defense or hold harmless purposes shall be made available to the Authority, Coachella and IID to pay for expenses associated with the indemnification, defense or hold harmless obligations set forth in this Section 17 before the funds of Coachella or IID are required to be contributed for such purposes; provided that proceeds of any Bonds issued on a tax-exempt basis shall not be applied in a manner which would result in interest on any such Bonds being includable in gross income for federal income tax purposes.

This Section 17 shall survive the termination of this Agreement.

Section 18. Member Insurance Policies. Coachella shall add IID as an additional insured, or for any self-insurance, shall treat IID as an insured beneficiary, and IID shall add Coachella as an additional insured, or add Coachella or for any self-insurance shall treat Coachella as an insured beneficiary.

Section 19. Dispute Resolution.

(a) *Submission.* In the event a Member or the Authority have a dispute, or assert a claim, that arises out of or in connection with this Agreement, or their performance thereunder, such Member or the Authority (the "Disputing Party") shall provide the applicable Member and the Authority, as the case may be, with written notice of the dispute or claim ("Notice of Dispute"). The Notice of Dispute shall: (a) describe what is disputed or claimed and include an identification of the alleged facts and Agreement sections relevant to such dispute or claim; and (b) provide the

name and contact information for the designated representative of the Disputing Party who will represent it in informal negotiations.

Such dispute or claim shall be referred to a designated representative of each Member involved in the dispute and Authority (if the Authority is involved in the dispute) for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by a Member or the Authority, as applicable. In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the receipt of the Notice of Dispute by a Member or the Authority, as applicable, the Disputing Party shall, within thirty-five (35) calendar days of the receipt of the Notice of Dispute by a Member or the Authority, as applicable, notify the applicable Member and the Authority (if the Authority is involved in the dispute), whether the Disputing Party either: (a) is no longer pursuing its dispute; or (b) elects to proceed to assisted negotiation or mediation. If the Disputing Party elects to proceed to assisted negotiation or mediation, the Disputing Party shall include in its notice the names and contact information for at least three (3) possible neutral mediators, meeting the qualifications described in Section 19(b) below, which would be acceptable to the Disputing Party. Within five (5) Business Days of receipt of the Disputing Party's election to proceed to assisted negotiation or mediation, the applicable Member and/or the Authority, as the case may be, shall, in turn, notify the Disputing Party of the names and contact information for at least three possible neutral mediators, meeting the qualifications described in Section 19(b) below, which would be acceptable to the applicable Member and/or the Authority, as the case may be.

(b) *Assisted Negotiation or Mediation.* Any assisted negotiation or mediation initiated under this Section 19 shall be conducted before a single neutral mediator appointed by the Members and Authority (if the Authority is involved in the dispute). If the Members and Authority, as applicable, fail to agree upon a single mediator within fifteen (15) calendar days of the Disputing Party's notice of election to proceed to assisted negotiation or mediation, each Member involved in the dispute and Authority (if the Authority is involved in the dispute) shall choose a single neutral party who shall sit on a three-member mediation panel. The two neutral parties so chosen shall within twenty (20) calendar days select a third neutral party to chair the mediation panel. In either case, the mediators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with the Members involved in the mediation and the Authority (if the Authority is involved in the mediation). The mediator(s) shall provide each of the Members involved in the mediation and the Authority (if the Authority is involved in the mediation) an opportunity to be heard. In the event the Members or the Authority, as applicable, are unable through either assisted negotiation or mediation to resolve the dispute within ninety (90) calendar days, each of the applicable Members and the Authority, as the case may be, may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

(c) *Costs.* The Members in dispute and the Authority (if the Authority is involved in the dispute) shall be responsible for their own costs incurred during the assisted negotiation or mediation process and for one half of the cost of the mediator(s) chosen to assist such Members and the Authority, as applicable.

Section 20. Agreement Not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Members, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 21. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into such funds and accounts, and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.

The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 19.

(a) *Audits.* The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 19, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

IID may request an independent audit of the Authority's financial statements for a fiscal year (as well as associated supporting documentation) for purposes of verifying collections of the Surcharge and expenditures of the Authority made pursuant to this Agreement, a Project Agreement or any agreement related thereto, to be paid for by IID, by sending a written audit request to the Authority before the end of the succeeding fiscal year.

(b) *Audit Reports.* The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 19(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 22. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 23. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law.

Section 24. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 25. Forms of Agreements. The forms of the Project Agreement attached hereto as Exhibit A and the Servicing Agreement attached hereto as Exhibit B may not be modified without the express written consent of IID. Execution of such agreements by IID shall evidence such consent.

Section 26. Additional Members. The initial Members of the Authority shall be IID and Coachella. No additional Members shall be admitted to the Authority unless express written consent of the admittance of such additional Member is provided by both Parties, which consent may be withheld for any reason.

Section 27. Withdrawal. No Member may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 28. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 29. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 30. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 31. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 32. Waiver of Personal Liability. No Member, member of the Board, officer or employee of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason

of the acquisition, construction, design, ownership, leasing, operation, maintenance or repair of the Projects or the issuance of Bonds pursuant to the Act and this Agreement.

Section 33. Notices. Notices to a Member hereunder shall be sufficient if delivered to the General Manager of IID and the City Manager of Coachella, as applicable.

Section 34. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 35. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member in the manner provided by law.

The principal office of the Authority shall be the principal office of Coachella.

THIS AGREEMENT IS MADE IN THE STATE, UNDER THE CONSTITUTION AND LAWS OF THE STATE AND IS TO BE CONSTRUED AS A CONTRACT MADE AND TO BE PERFORMED IN THE STATE.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized, as of the day and year first above written.

CITY OF COACHELLA

By _____
Steven Hernandez, Mayor

ATTEST:

Sabdi Sanchez, City Clerk Administrator

IMPERIAL IRRIGATION DISTRICT

By: _____
Karin Eugenio, Chairwoman

ATTEST:

Secretary

EXHIBIT A
FORM OF PROJECT AGREEMENT

PROJECT AGREEMENT

by and between

IMPERIAL IRRIGATION DISTRICT

and

COACHELLA ELECTRIC FINANCING AUTHORITY

_____, 2026

PROJECT AGREEMENT

This Project Agreement, dated _____, 2026 for reference only, is made by and between the Imperial Irrigation District (“IID”), an irrigation district established under Division 11 of the California Water Code, sections 20500 et seq., and the Coachella Electric Financing Authority (the “Authority”), a California joint exercise of powers agency. (IID and Authority are sometimes referred to herein individually as a “Party,” and collectively as the “Parties”).

RECITALS

A. The Authority was formed, and is governed by, the Joint Exercise of Powers Agreement between the City of Coachella (“Coachella”) and IID, dated _____, 2026 (the “JPA”). All capitalized terms that are used herein and not defined herein shall have the meanings that are ascribed thereto in the JPA.

B. The Authority was formed for the express purpose of providing and enhancing electrical service within the territorial boundaries of Coachella through the acquisition, design, construction, financing, leasing, ownership, operation and maintenance of energy system improvements, system efficiency and reliability improvements and energy service enhancements.

C. The Authority realizes its purpose through the implementation of Projects.

D. *[insert name of applicable entity]* is the fee simple owner of the real property consisting of approximately _____ acres of undeveloped land located in the City of Coachella, County of Riverside, State of California, APN _____ (the “Project Property”).]

E. IID provides electric utility service to the residents of Coachella through its electric power distribution system (the “IID Electric System”) and in order to better serve the residents of Coachella, the Authority desires to implement an essential infrastructure electrical improvement project at the Project Property that will expand and enhance the reliability of the IID Electric System (the “Initial Project”) as further described in Exhibit “A” hereto, which is attached hereto and incorporated herein by this reference.

F. The Parties acknowledge that the design, acquisition, construction, operation, maintenance and repair of the Initial Project will further the purposes for which the Authority was formed and will benefit electrical service users in Coachella.

G. The Initial Project has undergone review under the California Environmental Quality Act (“CEQA”) as summarized in Exhibit “A” and the Authority has approved the Initial Project at a duly noticed meeting on _____, 202__.

H. The Parties desire to enter into this Agreement to memorialize their respective responsibilities and obligations in respect to the design, development, funding, construction, acquisition, procurement, ownership and use, operation and maintenance of the Projects, including the Initial Project.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

Section 1. Scope of the Project.

(a) *Scope of Initial Project.* As used herein, the “Scope of the Initial Project” shall mean the design, acquisition, procurement, construction, operation, maintenance and repair of the Initial Project as described in the Recitals and as further described in Exhibit “A” hereto.

(b) *Modified Projects.* If the Board of Directors of IID and the Authority mutually determine that the design, acquisition and/or construction of the Initial Project is infeasible, the Parties may agree in writing to modify the Initial Project (a “Modified Project”) provided that said Modified Project has undergone CEQA review. In the event that the Parties agree to a Modified Project and the Authority approves the Modified Project at a duly noticed meeting, Exhibit “A” of this Project Agreement shall be modified to reflect such Modified Project. Such modified Exhibit “A” shall be made an attachment to this Project Agreement by amendment approved by IID and the Authority, and upon attachment, shall supersede all prior versions of Exhibit “A” without the requirement of further amendment to this Project Agreement.

(c) *Projects.* As used herein “Projects” shall mean collectively, the Initial Project and any Modified Project described in Exhibit “A” to this Project Agreement. The term “Project” shall refer to an individual Initial Project or a Modified Project as described in Exhibit “A” of this Project Agreement.

Section 2. Term.

(a) *Effective Date.* This Project Agreement shall become effective upon final approval by the Board of Directors of each Party and execution by an authorized signatory by each Party.

(b) *Duration.* This Project Agreement shall remain in effect from the Effective Date and end upon the earlier of (1) the termination of the JPA; (2) the transfer of ownership of the Project from the Authority to IID pursuant to the terms of the JPA and this Project Agreement; and (3) the date on which IID is no longer obligated to operate, maintain and repair the Project, as provided in Section 4(c) of this Project Agreement (the “Term”).

Section 3. Authority’s Responsibilities.

(a) The Authority shall be responsible for the payment of all costs related to the design, development, procurement and construction of the Project to the Point of Interconnection as defined in Section 4(c) (the “Project Costs”). The Project Costs shall be set forth in a budget for the Project that is to be developed by IID and agreed to in writing by the Parties (the “Project Budget”).

(b) The Authority shall be responsible for obtaining all government permits or approvals regarded for the Projects, exclusive of those from Coachella or IID.

(c) The Authority shall be responsible for ensuring IID has unfettered access and control over the Projects during the Term so that IID is able to exercise all of its rights and remedies in Section 9 below.

(d) The Authority shall be responsible for responding promptly to any inquiries or requests for information from IID related to the design, equipment acquisition, construction, operation, repair or maintenance of the Projects.

(e) The Authority shall be responsible for ensuring that the Project complies in all respects with any and all Bond or indenture covenants or agreements related to the financing of the Project.

Section 4. IID's Responsibilities.

(a) IID shall be responsible for the design, procurement and construction of the Projects. *IID may, in its sole discretion, enter into contracts with third-parties for the design, acquisition and/or construction of all or part of the Projects. IID shall cause the design, procurement and/or construction of the Projects to comply with all applicable federal, State and local laws, ordinances, rules, regulations, orders and policies relating to the Projects ("Applicable Laws").*

(b) IID shall be responsible for all work related to interconnecting the Project to the IID Electric System (the "Interconnection").

(c) Once a Project is interconnected to the IID Electric System and energized, IID shall be responsible for the operation, maintenance and repair of such Project to the Point of Interconnection as provided in Section 9 below. *For purposes of this Project Agreement, the "Point of Interconnection" shall mean the point, as set forth in the one-line drawing in Exhibit "B", that demonstrates where the Project facilities connect to the IID System. The one-line drawing shall also provide a point of demarcation for purposes of identifying ownership of the Project facilities. The costs of operating, maintaining and repairing the Project shall be paid from amounts collected by IID through the rates and charges that IID charges for electrical service provided by IID and the Authority shall not be responsible to pay any such costs of the operation, maintenance and repair of the Project. IID's obligation to operate, maintain and repair the Project will terminate if IID no longer provides electrical service within the boundaries of Coachella.*

(d) IID shall be responsible for responding promptly to any reasonable inquiries or requests for information from the Authority related to the Projects. Such information will be limited to the operation, maintenance, repair and administration of the Projects and will not include confidential information regarding the management or administration of IID generally.

(e) IID shall not take any actions with respect to the design, procurement, construction, operation, maintenance and/or repair of the Project that would violate any tax covenants set forth in any Bond, indenture or other financing document of the Authority relating to the financing of the Project or would otherwise cause interest on Bonds issued on a tax-exempt basis to be includable in gross income for federal income tax purposes.

Section 5. Funding of Project Costs

(a) Project Costs will be paid with the proceeds of Bonds, the proceeds of the Surcharge and any other lawfully available source of funds of the Authority.

(b) It is the intent of the Parties that the actual total Project Costs will not exceed the total amount shown in the Project Budget. *Notwithstanding this shared intent, should either Party identify or become aware of any actual or potential cost overruns, the Parties shall endeavor, working together reasonably and in good faith, to avoid the cost overrun and to otherwise reduce the extent to which the increase in total Project Costs is in excess of the Project Budget. As of Effective Date, the Parties acknowledge that the Authority has no additional sources of funds for the Project Costs other than as specified in Section 5(a) of this Project Agreement and IID shall endeavor at all times to manage the costs and expenses of the Projects within the total amount of the Project Budget.*

(c) No Party will voluntarily cause or permit any increase in costs or expenses for the design, acquisition and/or construction of the Projects that will cause the estimated Project Costs to exceed the total amount of Project Costs set forth in the Project Budget without the written consent of the Authority.

(d) The Project Budget may be modified with the written approval of the Parties.

Section 6. Ownership of Improvements and IID Electric System.

(a) *Fee Title to Improvements.* Fee title to the Project and its improvements as identified in Exhibit “A” shall be vested in the Authority during the Term. The Project shall have appropriate signage identifying the substation as an Authority substation to the extent allowed by Applicable Law.

(b) *Transfer of Project Improvements.* Upon termination of the JPA, and after the payment of all liabilities, costs, expenses and charges validly incurred under the JPA and payable by the Authority and assuming IID is still providing electrical service to Coachella, the Authority shall transfer fee title to the Project and improvements to IID pursuant to and in accordance with the terms of the JPA in their “AS IS” and “WHERE IS” condition under a quitclaim deed substantially in the form of Exhibit “C.”

Section 7. Grant of Leasehold Interests and Permitted Use.

(a) *Coachella Property.* Coachella, as landlord, will lease to the Authority, as tenant, portions of [insert property name] (the “Project Premises”) as required for the construction, use, maintenance, repair and operation of the [insert Project name] under the terms and condition in a ground lease substantially in form of Exhibit “D” (the “Ground Lease”).

[User Note: if IID Property is Project Premises, use following Subsection (a)]

(b) *IID Property.* IID, as landlord, will lease to the Authority, as tenant, a portion of [insert property name] as required for the construction, use, maintenance,

repair and operation of [_____insert property name] under the terms and conditions in a ground Lease substantially in form of Exhibit “D” (the “Ground Lease”).

(c) *Modified Project.* In the event that IID and the Authority determine to design, acquire, construct, operate, maintain and repair a Modified Project pursuant to this Project Agreement, the Authority and/or IID will enter into the necessary and appropriate lease documentation to allow for the delivery of such Modified Project.

Section 8. Project Completion Schedule.

(a) *IID and the Authority shall coordinate to develop a completion schedule for the Projects (the “Project Completion Schedule”).* The Project Completion Schedule will include major design and construction activities, durations and milestones through the completion of the Projects or the components thereof. The Parties agree that the Project Completion Schedule shall be developed by the Parties to comply with any requirements regarding the expenditure of Bond proceeds set forth under federal income tax law or under any Bond, indenture or other financing document of the Authority relating to the financing of the Project. The Project Completion Schedule shall be agreed to in writing by the Parties.

(b) *The Project Completion Schedule may be modified with the written approval of both the Parties.*

Section 9. Project Operational Provisions and IID Remedies.

(a) *IID Operation and Maintenance of Project.* The Authority shall delegate to IID operational, repair and maintenance control of the Project to the Point of Interconnection. IID shall maintain the Project in good condition and repair and in a manner sufficient to support the Project. Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the Project. IID shall promptly notify the Authority of any matters of which it is aware pertaining to any damage to or loss of use of the Project or that could reasonably be expected to adversely affect the Project.

(b) *IID Protection of IID Electric System; Remedies.* Notwithstanding anything to the contrary contained herein, at all times during the term of this Project Agreement, IID shall have unilateral and unfettered access and control over the Project and the operation of the Project as IID deems necessary or appropriate to ensure the overall integrity, safety, efficiency and reliability of the IID Electric System and to respond as necessary to any emergency conditions. In exercising the rights in this Section 9(b), IID shall have the same access and control to the Project as IID would have to the Project if the Project were solely funded and owned by IID. IID’s unilateral, unfettered access and control over the Project includes the ability to make all decisions regarding the design, procurement, construction, operation, maintenance, and repair of the Projects without consulting or seeking the approval of the Authority. IID shall have the right in its sole and absolute discretion and without notice to the Authority to do, among other things, the following: (1) alter, modify, or repair the Project when necessary to prevent imminent risk of damage to the IID Electric System or interruption of electrical service and (2) disconnect the Interconnection at the Point of Interconnection when necessary due to (A) public emergency, (B) protect the

operational integrity of the IID Electric System or (C) comply with Applicable Laws (each a “Disconnection Event,” together the “Disconnection Events”). IID shall promptly restore the Interconnection to the Point of Interconnection upon the passage of the Disconnection Event.

Section 10. Insurance Requirements.

(a) *IID Insurance Requirements.* Throughout the Term, IID shall maintain the insurance coverage set forth below.

(1) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) as follows:

- (A) Each Occurrence: \$2,000,000
- (B) Products/Completed Operations Aggregate: \$4,000,000
- (C) Personal and Advertising Injury: \$2,000,000
- (D) General Aggregate: \$4,000,000

(2) Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of \$2,000,000 per occurrence.

(3) Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with minimum limits of \$5,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products/completed operations.

(4) Statutorily required Workers’ Compensation Insurance.

(5) Insurance required under 9(c)(1), 9(c)(2) and 9(c)(3) shall be issued by companies that are California admitted insurance companies with a Best rating of A- or better and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody’s), or as otherwise reasonably acceptable to the Authority. IID may also meet its insurance obligation under a self-insurance program reasonably acceptable to the Authority. Insurance required under 9(c)(1), 9(c)(2), and 9(c)(3) shall be endorsed to include the Authority, its governing body, members, officers, agents, as additional insureds and waive rights of subrogation.

(b) *Authority Insurance Requirements.* Throughout the Term and with respect to the Coachella Properties, the Authority shall maintain Physical Property Damage Insurance covering all real and personal property located on or in, or constituting a part of, the Coachella Properties (including but not limited to the Infrastructure Electrical Improvements) in an amount equal to at least one hundred percent (100%) of replacement value of all such property. Such insurance shall afford coverage for damages resulting from (i) fire, (ii) perils covered by extended coverage insurance as embraced in the Standard Bureau form used in the State of California, (iii) explosion of steam and pressure boilers and similar apparatus located in the Infrastructure

Electrical Improvements, and (iv) flood damage if an Coachella Property is located within a flood plain.

Section 11. Indemnity.

(a) IID shall indemnify, defend and hold harmless the Authority and each of IID's and the Authority's officers, directors, employees, board members, attorneys and agents from and against any and all demands, claims or lawsuits (collectively, "Claims") arising out of the design, construction, operation, maintenance or repair of the Project, or the delivery of electricity into or out of the Project. IID shall fulfill its defense obligations with counsel of its or its insurance carrier's choice, subject to the Authority's approval, which approval shall not be unreasonably withheld. Notwithstanding the above, IID shall have no duty to indemnify, defend and hold harmless the Authority to the extent a Claim arises out of the Authority's or an Authority indemnified party's gross negligence or intentional act.

(b) The Authority shall indemnify, defend and hold harmless IID and each of IID's officers, directors, employees, board members, attorneys and agents from and against any and all Claims arising out of CEQA challenges to a Project, challenges to the issuance of any Bonds or the collection and expenditure of the Surcharge, or the Authority's breach of any of its obligations under this Project Agreement, including but not limited to its obligation to pay Project Costs and to ensure IID's access to the Projects set forth in Section 9 of this Project Agreement. The Authority shall fulfill its defense obligations with counsel of its or its insurance carrier's choice, subject to IID's approval, which approval shall not be unreasonably withheld. Notwithstanding the above, the Authority shall have no duty to indemnify, defend and hold harmless IID to the extent a Claim arises out of IID's or an IID indemnified party's gross negligence or intentional act.

Section 12. Payments.

(a) The Authority shall pay the Project Costs through advance payments to IID in the amounts and at the milestone dates set forth in Exhibit "E" hereto (the "Disbursement Schedule and Milestone Dates"). *[To be further discussed and flushed out, including return of unspent monies to the Authority.]*

Section 13. Dispute Resolution.

(a) In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Project Agreement, or their performance thereunder, such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). The Notice of Dispute shall: (a) describe what is disputed or claimed and include an identification of the alleged facts and Project Agreement sections relevant to such dispute or claim; and (b) provide the name and contact information for the designated senior representative of the disputing Party who will represent it in informal negotiations.

(b) Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the other Party's receipt of the

Notice of Dispute, the Disputing Party shall, within thirty-five (35) calendar days of the other Party's receipt of the Notice of Dispute, notify the other Party whether it either: (a) is no longer pursuing its dispute; or (b) elects to proceed to assisted negotiation or mediation. If the Disputing Party elects to proceed to assisted negotiation or mediation, the disputing Party shall include in its notice the names and contact information for at least three (3) possible neutral mediators meeting the qualifications described in Section 13(c) below, which would be acceptable to the disputing Party. Within five (5) Business Days of receipt of the disputing Party's election to proceed to assisted negotiation or mediation, the other Party shall, in turn, notify the Disputing Party of the names and contact information for at least three possible neutral mediators, meeting the qualifications described in Section 13(c) below, which would be acceptable to the other Party.

(c) Any assisted negotiation or mediation initiated under these procedures shall be conducted before a single neutral mediator appointed by the Parties. If the Parties fail to agree upon a single mediator within fifteen (15) calendar days of the disputing Party's notice of election to proceed to assisted negotiation or mediation, each Party shall choose a single neutral party who shall sit on a three-member mediation panel. The two neutral parties so chosen shall within twenty (20) calendar days select a third neutral party to chair the mediation panel. In either case, the mediators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with either Party to the mediation. The mediator(s) shall provide each of the Parties an opportunity to be heard. In the event the Parties are unable through either assisted negotiation or mediation to resolve the dispute within ninety (90) calendar days, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Project Agreement.

(d) Each Party shall be responsible for its own attorneys' fees and costs incurred during the assisted negotiation or mediation process and for one half of the cost of the mediator(s) chosen to assist the Parties.

Section 14. Miscellaneous.

(a) *Choice of Law; Venue.* This Project Agreement will be governed by the laws of the State of California. All actions or proceedings arising in connection with this Project Agreement shall be tried and litigated exclusively in State court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Project Agreement in any jurisdiction other than that specified in this paragraph. The Parties hereby stipulate that the U.S. state court located in the County of San Diego, State of California, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Project Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Project Agreement.

(b) *Attorneys' Fees and Costs.* Should either party hereto institute any action or proceeding in court against the other party, by reason of or alleging the failure of the other party to comply with any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action or proceeding shall be entitled, in addition to any other

recovery or relief, to its reasonable attorneys' fees and expenses related thereto (whether at the administrative, trial or appellate levels) ("Legal Costs").

(c) *Time of Essence.* Time is of the essence with respect to each and every provision of this Agreement.

(d) *Exhibits.* The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

(e) *Prohibition on Assignment.* Neither Party may assign any right, matter or thing, referenced by this Project Agreement, in whole or in part, without the prior written consent of the other party and any attempt to so assign or transfer which is not in accordance herewith shall be null and void and of no force or effect.

(f) *Successor and Assigns: This Project Agreement shall be binding on both Parties and their successors and permitted assigns.*

(g) *Severability.* If any provision of this Project Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Project Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein.

(h) *Representation.* Both parties acknowledge and agree that each was represented by legal counsel during the negotiation and execution of this Project Agreement.

Section 15. Authorized Representatives and Notices

(a) *Representatives.* Prior to commencement of the work under the Project Agreement, IID and Authority shall each designate a representative authorized to act on behalf of each Party and shall advise the other Party in writing of the name, address and telephone number of such designated representative and shall inform the other Party of any subsequent change in such designation.

(b) *Notices and Communications.*

(1) Day-to-Day Notice and Communications — All communications relating to the day-to-day activities under this Project Agreement shall be exchanged between the following representatives of IID and the Authority:

TO: IID

General Manager
 Imperial Irrigation District
 Post Office Box 937
 333 East Barioni Boulevard
 Imperial, CA 92251
 Telephone: (760) 339-9550
 Facsimile: (760) 339-9063

TO: AUTHORITY

Executive Director
 Coachella Electric Financing Authority
 Telephone: _____
 Facsimile: _____

(2) *Legal Notices and Communications.* All legal notices and communications required under or related to this Project Agreement shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of IID and Authority identified below. Notice shall be effective on the date of delivery.

TO: IID

General Manager
 Imperial Irrigation District
 Post Office Box 937
 333 East Barioni Boulevard
 Imperial, CA 92251
 Telephone: (760) 339-9477
 Facsimile: (760) 339-9392

TO: AUTHORITY

Executive Director
 Coachella Electric Financing Authority
 53990 Enterprise Way
 Coachella, California 92236
 Telephone:
 Facsimile:

(c) Either Party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other Party written notice of the new information in the manner set forth above.

[Signature page follows.]

IID

IMPERIAL IRRIGATION DISTRICT

By: _____

President, Board of Directors

Date: _____

AUTHORITY

COACHELLA ELECTRIC FINANCING
AUTHORITY

By: _____

Executive Director

Date: _____

**EXHIBIT A
PROJECT DESCRIPTION**

[To Be Inserted]

PROJECT NAME:

[Insert]

PROJECT LOCATION:

[Insert]

PROJECT DESCRIPTION:

[Insert]

PROJECT CEQA REVIEW:

[Insert]

EXHIBIT B
POINT OF INTERCONNECTION

[To Be Inserted]

EXHIBIT C
FORM OF QUITCLAM DEEDS

[To Be Inserted]

EXHIBIT D
FORM OF GROUND LEASE

[To Be Inserted]

EXHIBIT E
DISBURSEMENT SCHEDULE AND MILESTONE DATES

[To Be Inserted]

EXHIBIT B
FORM OF SERVICING AGREEMENT

Stradling Yocca Carlson & Rauth
Draft of 2/__/26

SERVICING AGREEMENT

THIS SERVICING AGREEMENT dated as of _____, 2026 (the “Agreement”) by and between the Imperial Irrigation District (“IID”), an irrigation district that is duly organized and existing under and by virtue of the laws of the State of California (the “State”), and the Coachella Electric Financing Authority (the “Authority”), a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State. The Authority and IID may each be referred to herein as a “Party” and, collectively, as the “Parties.”

Terms not otherwise defined herein shall have the meaning assigned to such terms in the Joint

Exercise of Powers Agreement, dated _____, 2026 (the “Joint Powers Agreement”), by and between IID and the City of Coachella (“Coachella”).

WHEREAS, pursuant to [Resolution][Ordinance] No. _____, adopted by the Board of Directors of the Authority on _____, 2026 (the “Surcharge Resolution”), the Authority authorized the charge of a surcharge for the provision and enhancement by the Authority of electrical service within the boundaries of Coachella (the “Surcharge”);

WHEREAS, IID currently provides retail electric service within the boundaries of Coachella;

WHEREAS, IID bills IID customers located within the boundaries of the City of Coachella (the “Coachella Customers”) for retail electrical service and collects payment from the Coachella Customers for such electrical service;

WHEREAS the Authority, in furtherance of its purposes set forth in the Joint Powers Agreement, requests the assistance of IID in the billing and collection of the Surcharge through the placement of the Surcharge on the billing statement received by Coachella Customers (each, an “IID Billing Statement”);

WHEREAS the Authority has provided IID with a copy of the Surcharge Resolution, which sets forth, among other things, the calculation of the Surcharge; and NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Billing and Collection of the Surcharge.

(a) *IID Billing of Surcharge.* IID agrees to include the Surcharge on the IID Billing Statements delivered to Coachella Customers. IID will include the Surcharge on the IID Billing Statement of each Coachella Customer eligible to be charged the Surcharge pursuant to the terms of the Surcharge Resolution and shall be calculated by IID in the manner set forth in the Surcharge Resolution. The Surcharge shall appear as a separate line item on the IID Billing

Statement, or as otherwise prescribed by IID's then-current billing procedures, and IID shall bill the Surcharge in the same manner as IID bills Coachella Customers for electrical service.

The Surcharge authorized by the Authority under the Surcharge Resolution is for the purpose of improving the delivery of electrical service by adding Authority financed or funded improvements, but is not and shall not be considered a rate charged for the consumption of electrical service in the Coachella Valley. The Surcharge shall have no impact on, and shall be entirely independent of, the rate IID charges to IID electrical service customers in the Coachella and Imperial Valleys.

IID shall not be responsible for, nor have any duty to independently investigate or inquire with regard to, the validity of the Surcharge. IID shall not be responsible for, nor have any duty to independently investigate or inquire with regard to, IID customers that are exempt from the collection of the Surcharge.

(b) *Boundary Information.* The Authority shall assure the accuracy of Coachella's boundary information (including the reflection of the latest annexation and municipal reorganizations) needed for the Surcharge billing and collection purpose by providing IID with written notice whenever boundary changes are made to the boundaries of Coachella. Such notice shall include an updated boundary map reflecting such boundary changes. Following receipt of such notice from the Authority, if the boundaries of Coachella have expanded, IID shall use its best efforts to include the Surcharge on IID bills of electric customers residing in the additional territory of Coachella within the next two IID billing cycles. If the change in boundaries results in a contraction of the boundaries of Coachella, IID will use its best efforts to remove the Surcharge from the bills of IID customers residing in the territory that is no longer part of Coachella within the next two IID billing cycles. IID shall not be responsible for the collection or payment of any Surcharges that were not collected due to the inaccuracy of information provided by the Authority.

(c) *Surcharge Appeals.* The Authority may hear objections, claims and appeals to determine whether IID customers should be subject to the collection of the Surcharge. Should an IID customer's status change as a result of the Authority's final and nonappealable resolution of any objection, claim, or appeal, the Authority shall so advise IID. If the Authority is required by law to refund all or any part of the Surcharge, it shall be the sole responsibility of the Authority to refund the Surcharge.

(d) *Collection of the Surcharge by IID.* IID agrees to collect the Surcharge on behalf of the Authority in the regular course of its business. IID agrees to adhere to and carry out its disconnection policies in connection with delinquent payments of the Surcharge. IID will determine the amount of the uncollectable Surcharge owed by IID customers for each year consistent with its write off policy as approved by IID's Board of Directors each year.

Until IID remits the Surcharge amounts to the Authority pursuant to Section 2 of this Agreement, IID shall hold the Surcharge in an account established by IID that will segregate the Surcharge from the other funds and accounts of IID. The Parties agree and acknowledge that at all times the Surcharge collected by IID on behalf of the Authority shall be the property of the Authority and that the Surcharge is not revenue of IID.

(e) *Provision of Services Related to the Surcharge by IID.*

(1) IID agrees to provide all metering and meter reading services necessary for the calculation of the Surcharge.

(2) In connection with the billing and collection of the Surcharge on behalf of the Authority, IID shall (1) follow its customary standards, policies and procedures in performing its duties hereunder and (2) perform its duties hereunder using the same degree of care and diligence that IID exercises for its own account.

Section 2. Remittance of Surcharge to the Authority. IID shall remit to the Authority all amounts representing the Surcharge not later than the 15th (fifteenth) day of the second calendar month succeeding the month in which such amounts were collected and received by IID (e.g., amounts representing the Surcharge collected in January shall be remitted by no later than March 15). Such amounts will include any delinquent payments of the Surcharge received by IID. Amounts remitted by IID to the Authority pursuant to this Section 4 will be transferred by wire transfer pursuant to wire instructions set forth in Schedule I. In connection with the issuance of Bonds by the Authority, the Authority may provide IID with an instruction to remit the proceeds of the Surcharge directly to the trustee for the Bonds issued by the Authority. Such instruction shall include the wire instructions for such trustee.

Section 3. Over or Under Collection of Surcharge. To insure the appropriate Surcharge has been collected and remitted by IID, representatives of the Authority and IID shall meet annually to review Surcharge accounting and records of the Authority and IID as necessary to determine if such an over or under collection occurred:

(a) *Over Collection.* In the event of an over collection of the Surcharge, the Authority shall be responsible for processing any refunds to IID customers.

(b) *Under Collection.*

(1) If IID determines that the Authority has changed the list of electric service categories designated by the Authority ordinance or resolution to be charged as part of a Surcharge, IID will implement the change at the next billing cycle after the IID billing records are updated to reflect the change, and IID will not be required to back bill.

(2) If new IID electric service customers have been added within the City of Coachella's jurisdictional boundary subject to the Surcharge, IID will begin charging the City of Coachella's designated customers at the next billing cycle after the IID billing records are updated to reflect the change.

(3) Should IID recover previously uncollectable and written off electric service revenue, IID shall proportionally remit recovered Surcharge revenue to the Authority.

Section 4. Administration Fee and Bad Debt Allowance. In order to recover the costs of collecting the Surcharge, IID shall charge, as against collected Authority Surcharge revenue, an administration fee and a bad debt allowance. The administration fee is retained by IID on a monthly basis from IID's monthly remittance of the Surcharge in the amount of one point five percent

(1.5%) of the Surcharge collected. The bad debt allowance is point four five percent (.45%) of the Surcharge collected.

Section 5. Customer Inquiries. It is the Authority's responsibility to notify IID customers within Coachella's boundaries of the Surcharge. IID shall provide to the Authority a record including name and service address of all of its electric customers within the Coachella's boundaries. So long as IID is collecting the Surcharge on behalf of the Authority pursuant to this Agreement, IID shall address all Coachella Customer inquiries regarding the Surcharge as per language provided by the Authority. The Authority agrees to provide all necessary information to IID in order to permit IID to respond to all Coachella Customer inquiries on a timely basis. Escalated inquiries that are outside of IID's control will be referred to an appointed staff member of the Authority whose contact shall be provided to IID.

Section 6. Term of Agreement. This Agreement shall become effective as of the date hereof and shall continue to be in full force and effect until the Business Day that is six (6) months after the later of (a) the date that the Surcharge is no longer being charged to Coachella Customers by the Authority and (b) the date on which all Bonds are no longer outstanding pursuant to their terms; provided that in the event that IID is no longer providing electrical services within the boundaries of Coachella during a period when the Surcharge is being charged by the Authority, this Agreement shall terminate on the date on which IID ceases to provide electrical services within the boundaries of Coachella; provided further that IID's obligations (i) to collect amounts representing Surcharge billed to Coachella Customers prior to the termination of this Agreement and (ii) to remit such Surcharge amounts to the Authority, shall survive the termination of this Agreement.

Section 7. Records. The Parties shall maintain accurate records and accounts relating to the Surcharge in sufficient detail to permit recordation of the Surcharge billed to Coachella Customers and the amounts of Surcharge remitted by IID to the Authority (or, if applicable, the trustee for Bonds issued by the Authority). Each Party shall provide access to such records to the other Party. The Parties shall afford access without charge, upon a reasonable request made pursuant to Section 10. The Parties shall retain all records used in the collection and remittance of the Surcharge for a minimum of three (3) years.

Section 8. Audit. Upon 30 calendar days' prior written notice, the Authority may request an audit, conducted by the Authority or its agents, at the expense of the Authority, of IID's records and procedures, which shall be limited to records and procedures containing information bearing upon the Surcharge being billed to Coachella Customers and the Coachella Customer payments of the Surcharge. The audit shall be conducted during IID's normal business hours without interference with IID's normal operations and in compliance with IID's security procedures.

Section 9. Indemnification. The Authority shall indemnify, defend and hold harmless IID and each of IID's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with the billing and collection of the Surcharge. Notwithstanding the foregoing, the provisions of this Section 7 shall not apply any such costs, expenses, losses, claims, damages, and liabilities to the extent they involve the negligence, recklessness or willful misconduct of IID.

Section 10. Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement must be in writing, signed, with respect to Authority, by the President of the Board of Directors of the Authority, the Vice President of the Board of Directors of the Authority, the Executive Director of the Authority or any designee thereof (each an "Authority Authorized Representative") and, with respect to IID, the President of the Board of Directors of IID, the Vice President of the Board of Directors of IID and the General Manager of IID or any designee thereof (each an "IID Authorized Representative"): (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed); and become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the Authority Authorized Representative or the IID Authorized Representative, as applicable.

If to IID, to:

Imperial Irrigation District
333 E. Barioni Boulevard
Imperial, California 92251
Attention: General Manager
Email: _____
Phone: _____

If to the Authority, to:

Coachella Electric Financing Authority
53990 Enterprise Way
Coachella, California 92236
Attention: Executive Director
Email: _____
Phone: _____

Section 11. Inconsistent Provisions. Depositor agrees that to the extent that the provisions of any other agreement relating to the Account Property are inconsistent with the terms of this Agreement, the terms of this Agreement will control.

Section 12. Counterparts. This Agreement and any amendments hereto may be executed in any number of counterparts each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 13. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

Section 14. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of California.

Section 15. Dispute Resolution.

(a) *Submission.* In the event either Party has a dispute, or asserts a claim, which arises out of or in connection with this Agreement, or their performance thereunder, such Party (the “Disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). The Notice of Dispute shall: (a) describe what is disputed or claimed and include an identification of the alleged facts and Agreement sections relevant to such dispute or claim; and (b) provide the name and contact information for the designated representative of the disputing Party who will represent it in informal negotiations.

Such dispute or claim shall be referred to a designated representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the other Party’s receipt of the Notice of Dispute, the Disputing Party shall, within thirty-five (35) calendar days of the other Party’s receipt of the Notice of Dispute, notify the other Party whether it either: (a) is no longer pursuing its dispute; or (b) elects to proceed to assisted negotiation or mediation. If the Disputing Party elects to proceed to assisted negotiation or mediation, the Disputing Party shall include in its notice the names and contact information for at least three (3) possible neutral mediators, meeting the qualifications described in Section 14(b) below, which would be acceptable to the disputing Party. Within five (5) Business Days of receipt of the Disputing Party’s election to proceed to assisted negotiation or mediation, the other Party shall, in turn, notify the Disputing Party of the names and contact information for at least three possible neutral mediators, meeting the qualifications described in Section 14(b) below, which would be acceptable to the other Party.

(b) *Assisted Negotiation or Mediation.* Any assisted negotiation or mediation initiated under these procedures shall be conducted before a single neutral mediator appointed by the Parties. If the Parties fail to agree upon a single mediator within fifteen (15) calendar days of the disputing Party’s notice of election to proceed to assisted negotiation or mediation, each Party shall choose a single neutral party who shall sit on a three-member mediation panel. The two neutral parties so chosen shall within twenty (20) calendar days select a third neutral party to chair the mediation panel. In either case, the mediators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with either Party to the mediation. The mediator(s) shall provide each of the Parties an opportunity to be heard. In the event the Parties are unable through either assisted negotiation or mediation to resolve the dispute within ninety (90) calendar days, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

(c) *Costs.* Each Party shall be responsible for its own costs incurred during the assisted negotiation or mediation process and for one half of the cost of the mediator(s) chosen to assist the Parties.

Section 16. No Third Party Beneficiary. Except for permitted assignees pursuant to Section 16(f), this Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

Section 17. Amendments. Except as otherwise permitted herein, this Agreement may be modified only by a written amendment signed by the Authority Authorized Representative and IID Authorized Representative.

Section 18. Miscellaneous.

(a) The rights and remedies conferred upon the Parties shall be cumulative, and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder will not preclude the subsequent exercise of such right or remedy.

(b) This Agreement is for the exclusive benefit of the Parties and their respective successors hereunder, and will not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each Party hereby represents and warrants (i) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Agreement by the Parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Agreement are for convenience of reference only and will have no effect on the interpretation or operation hereof.

(e) No waiver of any provision hereof will be effective unless expressed in a writing signed by the Authority Authorized Representative or the I'D Authorized Representative, as applicable.

(f) No Party may assign any of its rights or obligations under this Agreement without the written consent of the other Party.

(g) This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

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

IMPERIAL IRRIGATION DISTRICT

By: _____
General Manager

COACHELLA ELECTRIC FINANCING
AUTHORITY

By: _____
Executive Director



STAFF REPORT

March 11, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Best, Best & Krieger LLP, City Attorney

SUBJECT: Adopt Resolution No. 2026-15 A Resolution of the City Council of the City of Coachella Appointing Gabriel Gonzalez as Interim City Manager Pursuant to Government Code section 21221(h).

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution No. 2026-15, A Resolution of the City Council of the City of Coachella Appointing Gabriel Gonzalez as Interim City Manager pursuant to Government Code Section 21221(h).

BACKGROUND:

The City Manager position will be vacant following the departure of its current City Manager effective March 18, 2026. The City commenced the recruitment process for a new City Manager, and it is necessary to appoint a City Manager on an interim basis.

Staff is recommending hiring Mr. Gonzalez for a single limited term appointment to perform duties of the City Manager position while recruitment for a permanent City Manager is underway. Given the need for a highly trained professional to lead the City, and Mr. Gonzalez's experience as a city manager, staff recommends hiring Mr. Gonzalez under the provisions of Government Code section 21221(h) commencing on March 18, 2026 and ending on the date immediately preceding the date on which the regular appointee to the vacant position of City Manager commences his/her employment or, if earlier, the date that this appointment is terminated by the City or Mr. Gonzalez. As a CalPERS retired annuitant, Mr. Gonzalez's hours working for the City, and any other CalPERS employer, cannot exceed 960-hours in the fiscal period from July 1 through June 30.

Since the proposed appointment of Mr. Gonzalez is to a vacancy, Government Code section 21221(h) requires that the appointment be made by the City Council.

FISCAL IMPACTS

Mr. Gonzalez will be paid an hourly rate of \$137.98 per hour, which is no less than the minimum nor more than the maximum hourly rate paid to a person serving in the City Manager position, as

reflected on the City's publicly available pay schedule. He will not be entitled to any additional compensation, benefits, paid leave or paid holidays.

DISCUSSION/ANALYSIS

Government Code Section 21221(h) permits the City Council to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours, inclusive of hours worked for other CalPERS employers during same period, in a fiscal year. Mr. Gonzalez has significant experience in city management, including over 25 years in local government and serving as a city manager across various cities. Thus, Mr. Gonzalez has the specialized skills necessary to perform the duties of City Manager on an interim basis while the City conducts recruitment for a regular appointment to the City Manager position. Staff has worked with the City Attorney to ensure that applicable requirements for an appointment pursuant to Section 21221(h) have been met.

Included in the Council's agenda packet is the resolution to appoint Mr. Gonzalez as interim City Manager pursuant to Government Code Section 21221(h) and a proposed employment agreement.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, City staff recommends Council consider the adoption of Resolution No. 2026-__, A Resolution of the City Council of the City of Coachella Appointing Gabriel Gonzalez as Interim City Manager pursuant to Government Code Section 21221(h).

ATTACHMENT

Resolution No. 2026-15, A Resolution of the City Council of the City of Coachella Appointing Gabriel Gonzalez as Interim City Manager pursuant to Government Code Section 21221(h).

RESOLUTION NO. 2026-15**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPOINTING GABRIEL GONZALEZ AS INTERIM CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTION 21221(h)**

WHEREAS, Government Code section 21221(h) addresses the temporary employment of retirees in accordance with the Public Employees' Retirement Law, as administered by the California Public Employees' Retirement System (CalPERS), and permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager will be vacant effective March 18, 2026, following the departure of its current City Manager; and

WHEREAS, the City Council desires to appoint Gabriel Gonzalez as an interim appointment retired annuitant to the vacant position of City Manager under Government Code section 21221(h), effective March 18, 2026, to provide the leadership, managerial and organizational skills necessary to manage the City of Coachella effectively and efficiently; and

WHEREAS, Gabriel Gonzalez has extensive experience in managing, directing, and overseeing the operations of a city, given his decades of experience in local government and prior employment as city manager across various cities, prior to his retirement; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the City's active recruitment process was established prior to March 18, 2026, when the process to begin selecting a permanent replacement to the City Manager position was initiated by the City Council. The Council engaged Koff & Associates, who is providing on-going recruitment services for the position of City Manager; and

WHEREAS, it is understood by the City and Gabriel Gonzalez that he will serve as City Manager on an interim basis; and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent appointment to the vacant position of City Manager commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Gabriel Gonzalez; and

WHEREAS, it is understood by the City and Gabriel Gonzalez that the combined total hours to be served by Gabriel Gonzalez in any fiscal year, for all positions and for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in California Government

Code Sections Section 7522.56(d) and 21221(h); and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, expressed as a hourly rate ; and

WHEREAS, the hourly rate for the City Manager position is \$137.98; and

WHEREAS, the hourly rate that shall be paid to Gabriel Gonzalez for his services as City Manager on an interim basis is \$137.98, which is not less than the minimum or in excess of the maximum hourly rate paid to other employees performing comparable duties, subject to any subsequent adjustment to the payrate as adopted by the City Council and reflected on a publicly available pay schedule; and

WHEREAS, Gabriel Gonzalez has not and will not receive any other benefit, incentive, compensation in lieu of benefit or any other form of compensation in addition to the hourly pay rate, unless required by federal or state law; and

WHEREAS, the entire employment agreement between Gabriel Gonzalez and the City of Coachella has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Government Code section 7522.56(e)(1), Gabriel Gonzalez must certify in writing to the City, upon accepting an offer of employment, that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to section 7522.56 during the 12-month period preceding the effective date of this appointment.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Coachella, California as follows:

Section 1. The Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2. Gabriel Gonzalez has the specialized skills needed to perform the work required of fulfill the responsibilities of the vacant position of City Manager on an interim basis until a permanent City Manager is appointed and thereafter begins his or her service, unless sooner terminated by the City or Gabriel Gonzalez.

Section 3. The Council hereby appoints Gabriel Gonzalez as City Manager on an interim basis effective March 18, 2026, pursuant to the authority provided under Government Code section 21221(h), during the recruitment, selection and employment of a permanent City Manager to provide the critically-needed, specialized skills necessary to manage the City.

Section 4. The employment agreement with Gabriel Gonzalez, a copy of which is incorporated herein as **Exhibit A**, is approved by the City Council, effective March 18, 2026.

Section 5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

PASSED, APPROVED and ADOPTED this 11th day of March 2026.

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. 2026-15 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of March 2026, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

CITY OF COACHELLA INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of March 18, 2026, by and between the City of Coachella (“City”), a California municipal corporation, and Gabriel Gonzalez (“Retiree”), an individual, on the terms and conditions contained herein. City and Retiree are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties.”

RECITALS

A. City desires to employ the services of Retiree as its City Manager on an interim basis to carry out the duties and responsibilities of the City Manager position as provided for by the Coachella City Charter and Municipal Code, and applicable state law, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Retiree desires to accept employment as City Manager on an interim basis in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. Retiree’s employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers, unless an exception applies.

D. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h). With the execution of this Agreement, Retiree affirms that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

E. The City has determined that it is necessary to hire Retiree, a CalPERS retiree, because the position of City Manager requires specialized skills, and Retiree, by virtue of his significant experience as city manager, has those specialized skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. Retiree accepts employment with City as its City Manager on an interim basis and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. Retiree shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that Retiree, as the interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Retiree shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of the City.

1.2 Term. This Agreement shall become effective on March 18, 2026, unless a later date is agreed on by the Parties. This Agreement shall expire upon whichever of the following events occurs first: (i) upon the employment commencement date of a regular City Manager; or (ii) upon termination of this Agreement by either Retiree or City as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. Retiree acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Retiree any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Further, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Retiree, as provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement.

1.4 Duties. Retiree shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Charter and Municipal Code, as well as those duties set forth in the City's classification specification for City Manager, if applicable.

1.5 Hours of Work. Retiree shall devote the time necessary to adequately perform his duties as interim City Manager. It is recognized that Retiree will devote a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule taking into account the normal City work schedule. However, in no event shall Retiree be required to work in excess of 960 hours per fiscal year in any City position, including hours worked for other CalPERS agencies during such fiscal years, unless an exception applies. The position of interim City Manager shall be deemed a non-exempt position under federal and California wage and hour law.

1.6 Devotion to City Business. The interim City Manager position is full-time. Retiree shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his duties, except as may be specifically authorized in writing by the City Council. The City Council acknowledges and authorizes Retiree to continue consulting for projects entered into prior to the execution of this Agreement insofar as such activities do not conflict or materially interfere with performance of his duties as interim City Manager.

2. Compensation.

2.1 Rate of Pay. For all services performed by Retiree as the City Manager on an interim basis under this Agreement, City shall pay Retiree compensation at the rate of One Hundred Thirty-Seven Dollars and Ninety-Eight cents (\$137.98) per hour, according to the payroll schedule in place for City employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the Parties to compensate Retiree only to the extent permitted under Government Code section 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties as listed on the City's publicly-available pay schedule. Such compensation shall be Retiree's sole compensation for his services under this Agreement, unless otherwise required by federal or state law.

2.1.2 Recordation and Reporting of Hours Worked. Retiree will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally, Retiree shall keep City continually apprised of any hours worked by Retiree for other CalPERS agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code section 21221(h) and related CalPERS regulations and policy statements, Retiree shall not receive from City any benefits City commonly provides to its employees unless required by federal or state law, including without limitation, health, dental, or vision insurance coverage, life insurance, deferred compensation, disability insurance, unemployment insurance, mobile device stipend, vehicle allowance, gym programs, employee assistance programs, and similar benefits.

2.3 Reimbursement. City shall reimburse Retiree for authorized, reasonable and necessary travel expenses incurred by Retiree in the performance of his duties pursuant to this Agreement. Retiree shall document and claim said reimbursement for such travel in the manner and forms required by the City. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and City's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, Retiree shall receive no other compensation or reimbursements for expenses incurred in the performance of his duties pursuant to this Agreement.

3. Vacation and Leave.

3.1 No Leave. Retiree and City agree that Retiree, in accordance with Government Code section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, management time off, paid holidays or similar leave benefits, unless required by federal or state law.

4. Termination.

4.1 By City. This Agreement may be terminated by City at any time and for any reason after providing written notice to Retiree of such termination. City's only obligation in the event of such termination will be payment to Retiree of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements, or if doing so will preclude a violation of Government Code sections 7522.56 or 21221(h).

4.2 By Retiree. This Agreement may be terminated by Retiree for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Retiree's termination effective at any time prior to the end of such period, provided City pays Retiree all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing to him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. Retiree agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Retiree's employment. Retiree's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Confidential Information.

"Confidential Information" shall include, but not be limited to, all information or material that Retiree learns of or obtains during his employment with City as interim City Manager that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City. Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Retiree by City. Nothing herein shall require City to disclose any of its information to Retiree.

During his employment with City as interim City Manager, Retiree shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Retiree shall not use or disclose any Confidential Information, except with the express written consent of

City. Retiree's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict Of Interest.

To the extent that Retiree has an interest, direct or indirect, financial or otherwise, which would materially conflict, as shall be determined by the City Attorney, in any manner or interfere in any way with the performance of services under this Agreement, Retiree shall notify the Mayor of the conflict in advance of, and shall refrain from participating in, any action to be taken by the City on such matter.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and or at the last known address maintained in Retiree's personnel file. Retiree agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Mayor and City Council

RETIREE: Gabriel Gonzalez
[ADDRESS ON FILE]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*], City will indemnify, defend, and hold Retiree harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Retiree's tenure as interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree, or any actions outside the course and scope of his employment as interim City Manager. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause.

7.4 Bonding. City shall bear the full cost of any fidelity or other bonds required of the Retiree in his role as interim City Manager under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Retiree's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Retiree, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Retiree and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended except in a written document signed by Retiree, approved by the City Council and signed by the City's Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. Retiree shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Retiree, assign its rights and obligations hereunder.

7.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.12 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.13 Acknowledgment. Retiree acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based

on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and Retiree has signed and executed this Agreement, as of the date first indicated above.

RETIREE



Gabriel A. Gonzalez

CITY OF COACHELLA

Steven Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney