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

July 08, 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 - ANTICIPATED LITIGATION

   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)

   One (1) or More Potential Cases

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

   Two (2) or More Potential Cases

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Section 54957(b)(1))

   Title: City Manager

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

CITY COUNCIL CONFLICT OF INTEREST DISCLOSURE:

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. 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.

PROCLAMATIONS/PRESENTATIONS:

4. Run With Los Muertos 2026

5. Riverside County Sheriff's Office Presentation - Opportunity to Participate in the East County Real Time Crime Center

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

6. Regular City Council Meeting Minutes of June 24, 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

7. Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for City Medians and Downtown 6th Street in the Amount of $83,932.20

8. Authorize a Community-Based Grant to Desert Arc in the Amount of $1,000 to support Adult Day Program Communication Equipment

9. Authorize a Community-Based Grant to the Palm Springs Art Museum in the Amount of $1,000 to support the Art in the Library Program and Transportation Services

10. Adopt Resolution No. 2026-43 Authorizing the City of Coachella's Participation in the County of Riverside's Urban County Program for Fiscal Years 2027-28, 2028-2029, and 2029-2030

11. Authorize the City Manager to Execute a Professional Services Agreement with Westbound Communications in the Amount not to Exceed $58,575.00 for Proposition 218 Public Outreach and Communications Support

12. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 and FY 2026-27 Expenditures as of July 8, 2026, $4,217,561.52.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

13. Coachella Prospera Displacement Avoidance Plan (DAP) Presentation

14. Receive and File the Youth Advisory Commission's Youth Leadership Conference Presentation

15. Approve a Professional Services Agreement (PSA) with a Contract Option for the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2026-2027

16. Approval of a Three-Year Master Services Agreement with Neumo Group, LLC for Business License Administration and Short-Term Rental Compliance Services, Procured Under the OMNIA Partners Cooperative Purchasing Agreement

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

17. A Public Hearing to Consider an Urgency Ordinance Extending the Temporary Moratorium on Data Center Development for 10 Months and 15 Days and Issuance of Written Report Pursuant to California Government Code Section 65858

REPORTS AND REQUESTS:

Council Discussion on Future Agenda Items

Council Comments/Report of Miscellaneous Committees.

Department Director Reports

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.

Americans with Disabilities Act: The meetings are accessible to persons with disabilities. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the office of the City Clerk at 760-398-3502 extension 102 or via email cityclerk@coachella.org. Notification 24 hours prior to the meeting will help the City make reasonable arrangements.

Closed Caption and Translation: Closed Caption and Translation are accessible through City website live-stream and Zoom Webinar audio-visual platform and accessible in real-time to all teleconference attendees. Members of the public must activate the "Show Captions" feature on their device for closed caption; and may use the "Options Arrow" to select from the list of available languages for translation.


RWLM



CODEX CREATION COMMITTEE

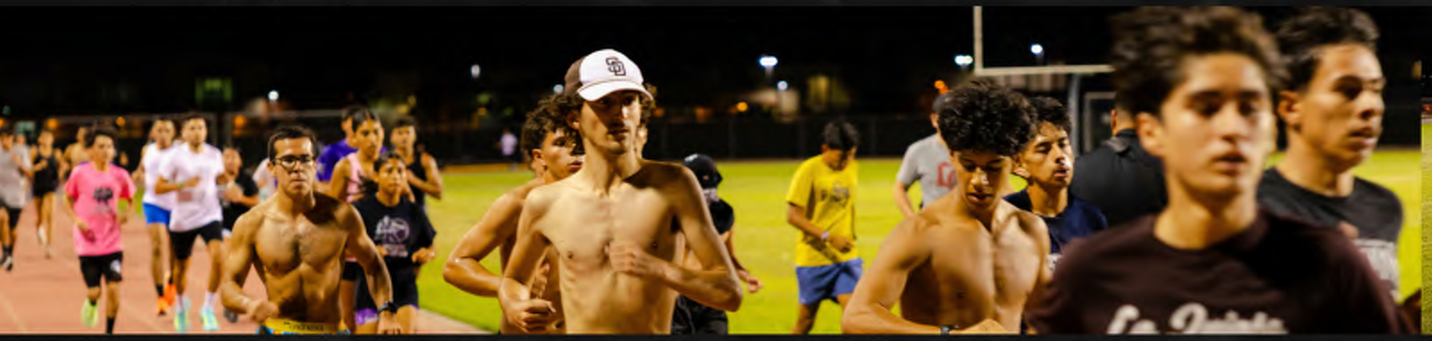
HEALTH & WELLNESS



2025 RWLM

1,200+ RUNNERS
TEAMS REGISTERED: 80+
OLDEST RUNNER: 83
6,000+ ATTENDEES

POR VIDA HEALTH PROGRAM





PRE-RACE COMMUNITY FITNESS PROGRAM DESIGNED TO SUPPORT HEALTH, WELLNESS, AND RACE READINESS FOR COACHELLA VALLEY RESIDENTS.



COMMUNITY IMPACT

- *PROVIDES RESIDENTS WITH A CONSISTENT OPPORTUNITY TO BUILD HEALTHY FITNESS HABITS*
- *HELPS PARTICIPANTS DEVELOP A FOUNDATION OF FITNESS BEYOND THE ONE-NIGHT 5K*
- *CREATES A SUPPORTIVE AND ACCESSIBLE ENVIRONMENT FOR FIRST-TIME RUNNERS AND WALKERS*
- *BUILDS COMMUNITY CONNECTIONS THROUGH SHARED FITNESS GOALS AND GROUP PARTICIPATION*
- *HELPS RESIDENTS GAIN THE CONFIDENCE AND PREPARATION NEEDED TO PARTICIPATE IN RWLM*

ART & CULTURE

PROCESSION

20+ STUDENT TEAMS FROM CVUSD
(2025 EVENT METRICS)









CULTURAL & YOUTH IMPACT

- PROVIDES STUDENTS WITH A PUBLIC PLATFORM TO PARTICIPATE IN DÍA DE LOS MUERTOS TRADITIONS
- CELEBRATES CULTURAL IDENTITY THROUGH MUSIC, DANCE, TRADITIONAL DRESS, AND REMEMBRANCE
- CONNECTS FAMILIES, SCHOOLS, AND COMMUNITY GROUPS THROUGH SHARED CULTURAL EXPRESSION
- STRENGTHENS COACHELLA'S IDENTITY AS A CITY ROOTED IN CULTURE, FAMILY, AND COMMUNITY CELEBRATION

ENTERTAINMENT

10 TOTAL PERFORMANCES FROM LOCALS
5 DJS | 3 BANDS | 2 PERFORMING GROUPS
(2025 EVENT METRICS)



WHY ENTERTAINMENT MATTERS

- ***PROVIDES A PLATFORM FOR LOCAL ARTISTS TO GAIN EXPOSURE AND GROW THEIR AUDIENCE***
- ***GENERATES ECONOMIC OPPORTUNITIES FOR MUSICIANS, DJS, PERFORMERS, AND CREATIVE PROFESSIONALS***
- ***STRENGTHENS CULTURAL IDENTITY BY HIGHLIGHTING TRADITIONS, MUSIC, AND ARTISTIC EXPRESSION***
- ***ENHANCES VISITOR EXPERIENCE AND ENCOURAGES ATTENDEES TO STAY LONGER AND ENGAGE WITH LOCAL BUSINESSES***
- ***CONTRIBUTES TO COACHELLA'S REPUTATION AS A HUB FOR CULTURE, CREATIVITY, AND COMMUNITY EVENTS***







CAR SHOW

70 VEHICLES SHOWCASED

(2025 EVENT METRICS)







COMMUNITY IMPACT

- *SHOWCASES COACHELLA'S UNIQUE LOWRIDER, CLASSIC CAR, AND CUSTOM AUTOMOTIVE CULTURE*
- *HIGHLIGHTS COACHELLA-BASED CAR CLUBS, INCLUDING ESTILO VALLERO, CELEBRATING A LOCAL TRADITION ROOTED IN COMMUNITY PRIDE AND CREATIVE EXPRESSION*
- *ATTRACTS AUTOMOTIVE ENTHUSIASTS AND VISITORS TO OLD TOWN COACHELLA*
- *ENCOURAGES ADDITIONAL FOOT TRAFFIC FOR LOCAL VENDORS, BUSINESSES, AND EVENT ACTIVITIES*

BUSINESS DEVELOPMENT

LOCAL VENDORS

13 FOOD VENDORS
+ ARTISAN, RETAIL & COMMUNITY VENDORS
(2025 EVENT METRICS)



RUN WITH LOS MUERTOS CREATES OPPORTUNITIES FOR LOCAL ENTREPRENEURS, ARTISANS, FOOD VENDORS, AND COMMUNITY ORGANIZATIONS TO CONNECT WITH THOUSANDS OF ATTENDEES IN OLD TOWN COACHELLA.

COMMUNITY IMPACT

- ***CREATES DIRECT ECONOMIC OPPORTUNITIES FOR LOCAL BUSINESSES AND ENTREPRENEURS***
- ***CONNECTS VENDORS WITH THOUSANDS OF POTENTIAL CUSTOMERS IN A SINGLE EVENING***
- ***INCREASES BRAND AWARENESS AND CUSTOMER ACQUISITION FOR SMALL BUSINESSES***
- ***STRENGTHENS COACHELLA'S SMALL BUSINESS AND ENTREPRENEURIAL ECOSYSTEM***



TRAVELING RUNNERS

(2025 PARTICIPANT ORIGINS)

UNITED STATES
- CALIFORNIA
- NORTH CAROLINA
- ARIZONA
- IDAHO
- NEW YORK
- TEXAS
- WASHINGTON

CANADA
- BRITISH COLUMBIA
- ALBERTA

MEXICO
- BAJA CALIFORNIA

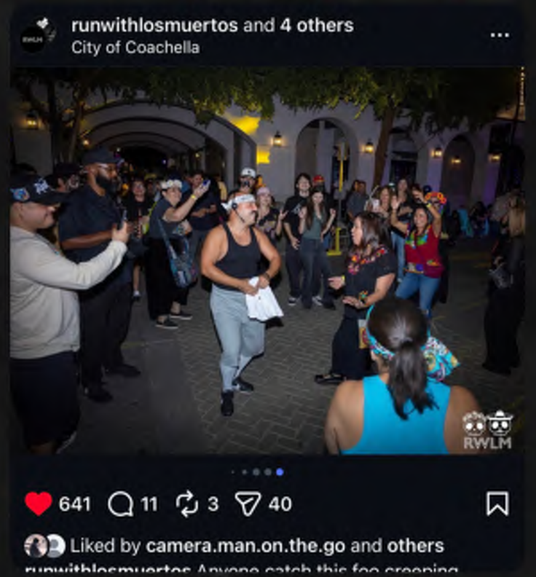
ECONOMIC & COMMUNITY IMPACT

- **ATTRACTS VISITORS**: BRINGS RUNNERS AND VISITORS FROM OUTSIDE THE COACHELLA VALLEY INTO THE COMMUNITY.
- **BOOSTS LOCAL SPENDING:** SUPPORTS RESTAURANTS, SHOPS, & ENTERTAINMENT VENUES THROUGH VISITOR SPENDING.
- **PROMOTES COACHELLA:** HIGHLIGHTS LOCAL BUSINESSES, ATTRACTIONS, & COMMUNITY ASSETS TO NEW AUDIENCES.
- **DRIVES FUTURE GROWTH:** STRENGTHENS COACHELLA'S REPUTATION AS A TOURISM DESTINATION & SUPPORTS FUTURE INVESTMENT & EVENT OPPORTUNITIES.

MEDIA

PROMOTING COACHELLA THROUGH TELEVISION, RADIO, PRINT, SOCIAL MEDIA, AND DIGITAL MARKETING.







OUR INSTAGRAM ANALYTICS (2025-26)

- *1,015,000 CONTENT VIEWS*
- *14,000 PROFILE VISITS*
- *1,100 NEW FOLLOWS*
- *24,300 CONTENT INTERACTIONS*
- *75,000 VIEWS ON MAIN EVENT PROMOTIONAL GRAPHIC*

EXPANDING RWLM'S REACH

- *ENTRAVISION PARTNERSHIP CONNECTED RWLM TO AUDIENCES THROUGH TELEVISION, RADIO, AND DIGITAL MEDIA PLATFORMS*
- *COMMERCIAL PLACEMENTS ON NBC AND UNIVISION ELEVATED AWARENESS OF RWLM AND THE CITY OF COACHELLA BEYOND LOCAL AUDIENCES, REACHING VIEWERS ACROSS THE UNITED STATES AND INTERNATIONAL MARKETS*

COMMUNITY IMPACT FROM ALL MEDIA

- *POSITIONS COACHELLA AS A DESTINATION FOR CULTURE, WELLNESS, AND COMMUNITY CELEBRATION*
- *EXPANDS RWLM AND COACHELLA'S REACH FAR BEYOND THE 6,000+ ATTENDEES ON-SITE*
- *CREATES EXPOSURE FOR LOCAL BUSINESSES, ARTISTS, AND COMMUNITY ORGANIZATIONS*
- *ATTRACTS FUTURE VISITORS, PARTICIPANTS, SPONSORS, VENDORS, AND COMMUNITY PARTNERS*
- *SUPPORTS TOURISM, ECONOMIC ACTIVITY, AND LONG-TERM EVENT GROWTH*

34 SPONSORS & PARTNERS (2025)

PUBLIC • PRIVATE • NONPROFIT • MEDIA • HEALTHCARE • EDUCATION

EVENTSCAPE
City of COACHELLA
CODEX CREATION COMMITTEE
RAICES
DESERT HEALTHCARE DISTRICT & FOUNDATION
AUGUSTINE CASINO
DEAZTLAN CONSULTING
FOURTH DISTRICT SUPERVISOR V. MANUEL PEREZ COUNTY OF RIVERSIDE
visit greater palm springs
RAP FOUNDATION
DESERT
Statewide SERVICES INC.
BLUE ZONES PROJECT COACHELLA
CB Trust CALIFORNIA BANK Trust
BURRTEC "We'll Take Care Of It"
Altura CREDIT UNION
LiveWell CLINIC
entravision
UNIVISION PALM SPRINGS
NBC PALM SPRINGS
my KPSE TV
UNIMÁS
South Coast AQMD
TODEC
COACHELLA MAGAZINE
SANDFISH SUSHI AND WHISKEY
THE VENUE
ATOYAC
Estilo Valle
EL INFORMADOR DEL VALLE
UFW FOUNDATION

WHY THESE PARTNERSHIPS MATTER

- *BRINGS TOGETHER BUSINESSES, NONPROFITS, HEALTHCARE PROVIDERS, EDUCATIONAL INSTITUTIONS, MEDIA ORGANIZATIONS, AND PUBLIC AGENCIES AROUND A SHARED COMMUNITY MISSION*
- *EXPANDS THE RESOURCES, SERVICES, AND OPPORTUNITIES AVAILABLE TO RESIDENTS BEFORE, DURING, AND BEYOND EVENT DAY*
- *CREATES PATHWAYS FOR HEALTH EDUCATION, CULTURAL ENGAGEMENT, YOUTH DEVELOPMENT, AND ECONOMIC OPPORTUNITY*

STAFFING



35 PAID STAFF MEMBERS + CVHS VOLUNTEERS (2025 EVENT STAFFING)

COMMUNITY IMPACT

- CREATES PAID EMPLOYMENT OPPORTUNITIES FOR LOCAL RESIDENTS
- PROVIDES STUDENTS WITH HANDS-ON EVENT OPERATIONS,LEADERSHIP, AND WORKFORCE DEVELOPMENT EXPERIENCE
- ENCOURAGES CIVIC ENGAGEMENT AND COMMUNITY PARTICIPATION
- DEVELOPS FUTURE EVENT STAFF, VOLUNTEERS, AND COMMUNITY LEADERS





COMMUNITY INVESTMENT

FAMILY ENGAGEMENT







COMMUNITY IMPACT

- *CREATES A FAMILY-FRIENDLY ENVIRONMENT WHERE RESIDENTS OF ALL AGES CAN PARTICIPATE TOGETHER*
- *ENCOURAGES FAMILIES TO ENGAGE IN HEALTH, WELLNESS, CULTURE, AND COMMUNITY ACTIVITIES*
- *STRENGTHENS CONNECTIONS BETWEEN GENERATIONS THROUGH SHARED EXPERIENCES AND TRADITIONS*
- *PROVIDES ACCESSIBLE OPPORTUNITIES FOR FAMILIES TO CELEBRATE AND PARTICIPATE IN COMMUNITY LIFE*

YOUTH INVOLVEMENT

- *84 STUDENT RUN SCHOLARSHIPS*
- *200+ STUDENT PERFORMERS*

(2025 YOUTH PARTICIPATION METRICS)

COMMUNITY IMPACT

- *PROVIDES MEANINGFUL OPPORTUNITIES FOR STUDENTS TO PARTICIPATE, PERFORM, AND CONTRIBUTE TO THE COMMUNITY*
- *SUPPORTS EDUCATIONAL ACHIEVEMENT THROUGH STUDENT-RUN SCHOLARSHIP PROGRAMS*
- *CREATES PLATFORMS FOR YOUTH LEADERSHIP, CREATIVITY, AND SELF-EXPRESSION*
- *INVESTS IN THE NEXT GENERATION OF LEADERS, ARTISTS, AND COMMUNITY MEMBERS*





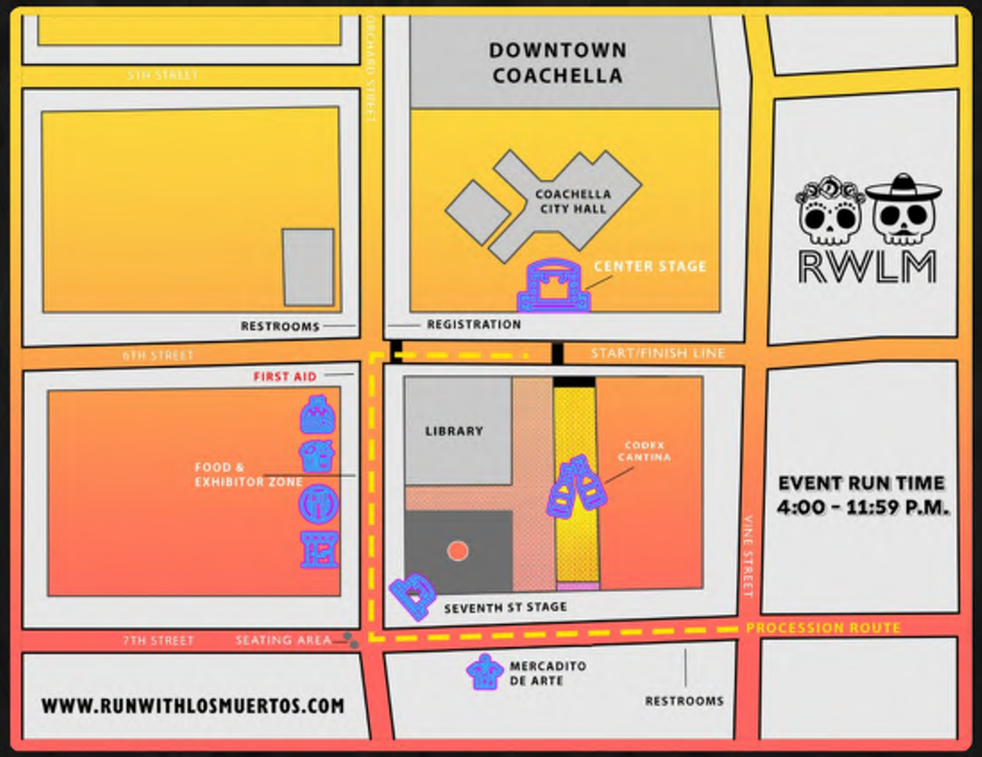


13th ANNUAL RWLM

NOVEMBER 7, 2026


RUN WITH LOS MUERTOS
2026 PROPOSED EVENT
5K RUN
PROCESSION
BLOCK PARTY
VENDOR VILLAGE
ART WALK
BEER GARDEN
3 STAGES
304
446

SITE MAP





RACE ROUTE



2026 RWLM Budget



Security	$9,500
Entertainment	$15,000
Staging	$20,000
Equipment/Supplies	$9,500
Outside Services	$13,500
Permits/Insurance	$3,000
Management	$22,000
Production	$8,500
Staff/Volunteers	$19,500
Promotions	$12,500
Media Services	$9,500
Awards/Recognitions	$5,500
Health Programming	$7,500
Rentals	$3,500
TOTAL	$159,000


RWLM
SEE YOU ON NOVEMBER 7TH!
FOR MORE INFORMATION, VISIT WWW.RUNWITHLOSMUERTOS.COM

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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

June 24, 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

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

Mayor Dr. Figueroa called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:01 p.m.

ROLL CALL:

Present: Councilmember Martinez, Councilmember Perez, Councilmember Delgado (arrived at 5:10 p.m.), and Mayor Dr. Figueroa

City Clerk (arrived at 8:40 p.m.)

City Treasurer

Absent: Councilmember Virgen

Motion: Excused Absence for Councilmember Virgen

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Martinez
Approved: 3-0

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

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 of continuing Item #25 to next Council meeting on 7/8/2026 and continue Item #26 to a future Council meeting

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 3-0

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

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

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   One (1) or More Potential Cases

3. CONFERENCE WITH LABOR NEGOTIATORS
   Agency Designated Representative: City Attorney
   Unrepresented Employee: Former Interim City Manager

4. 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

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

The City Council reconvened into open session at 6:01 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Gustavo Romo led the Pledge of Allegiance.

OATH OF OFFICE:

5. Administration of Oath of Office to Newly Appointed City Manager

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

CITY COUNCIL CONFLICT OF INTEREST DISCLOSURE:

None

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 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.

1. Alan Carvalho
2. James Rodriguez
3. Cecelia (Zoom)

COUNCIL ORGANIZATION:

6. Nomination for the Position of Mayor Pro Tem

Motion: Councilmember Perez was nominated by Mayor Dr. Figueroa and was appointed Mayor Pro Tem

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Martinez
Approved: 4-0

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

PROCLAMATIONS/PRESENTATIONS:

NONE

WRITTEN COMMUNICATIONS:

1. Claudia Serrano
2. Cecilia A. Lemus
3. Claudia Escobar/Coachella Valley Soccer League
4. Cecilia Lemus

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. Special City Council Meeting Minutes of June 4, 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. Special City Council Meeting Minutes of June 5, 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

9. Regular City Council Meeting Minutes of June 10, 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

10. Receipts, Disbursements, and Net Cash Flows

11. Investment Report May 31, 2026

12. Establish the Appropriations Limits for Fiscal Year 2026-27

a) Adopt Resolution No. 2026-37, establishing the appropriations limit for the City of Coachella for the fiscal year 2026-27;

b) Adopt Resolution No. SD-2026-02, establishing the appropriations limit for the Coachella Sanitary District for the fiscal year 2026-27;

c) Adopt Resolution No. FD-2026-01, establishing the appropriations limit for the Coachella Fire Protection District for the fiscal year 2026-27.

13. Request for Permit Fee Waiver – Walk the Spectrum: Shine All Year (United for Autism & Abilities Foundation)

14. Ratification of Professional Services Agreement with Civic Calling Corporation DBA Holly for Classification, Compensation, and Labor Relations Platform Services; and Authorization of Multi-Year Renewal Options

15. Maintenance Services Agreement with Vintage Associates, Inc. in the amount of $157,500 for Landscape Maintenance Services of Rancho Las Flores Park Project No. PW 2026-01.

16. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of June 24, 2026, $4,096,831.87

17. Maintenance Services Agreement with Vintage Associates, Inc. in the amount of $390,600.00 for Landscape Maintenance Services of Bagdouma Park Project No. PW 2026-02.

18. Maintenance Services Agreement with Vintage Associates, Inc. in the amount of $329,550.00 for Landscape Maintenance Services of City Parks and Facilities Project No. PW 2026-03.

19. Maintenance Services Agreement with Southwest Landscape & Maintenance Inc. in the amount of $2,080,929.87 for Landscape Maintenance Services Landscape, Lighting and Maintenance Districts 1-40 Project LLMD 2026-01.

20. Adopt Resolution No. 2026-40, Calling and Giving Notice of the Holding of a General Municipal Election to be held on Tuesday, November 3, 2026

21. Storm Drain Maintenance Services Agreement with Tri-Star Contracting II, in the amount not to exceed $225,000.00 for Storm Drain Maintenance Services for Streets, Parks, Facilities, and Outlets, Project No. PW 2026-04.

22. Storm Drain Maintenance Services Agreement with CV Pipeline Corp. in the amount not to exceed $579,900 for Storm Drain Maintenance Services for Landscape and Lighting Management Districts (LLMD) Project No. LLMD 2026-02.

23. Authorization to Execute a Software Subscription Agreement with Edwin Technologies Inc. for the Edwin Core Platform

24. Direct Staff to Conduct the Biennial Review of the City's Conflict of Interest Code (Form 700 Filers)

Motion: To approve the Consent Calendar with the exception of Items #15, #17, #18, #19 and #23

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

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

Motion: To approve Items #15, #17, #18, #19 and #23

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Martinez
Approved: 4-0

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

25. Approve a Professional Services Agreement and a Contract Option for the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2026-2027

Item #25 continued to next Council meeting on 7/8/2026

26. Consideration of Cannabis Business Tax Rate Adjustment – Prospective Reduction of Cultivation Tax Rate from Three Percent (3%) of Gross Receipts to Ten Dollars ($10) per Square Foot of Cultivation Space, Effective July 1, 2026

Item #26 continued to a future Council meeting

27. Approval of a Software License and Professional Services Agreement with ClearGov, Inc. for Budgeting, Financial Reporting, and Transparency Solutions

Motion: To approve of a Software License and Professional Services Agreement with ClearGov, Inc. for Budgeting, Financial Reporting, and Transparency Solutions

Made by: Mayor Pro Tem Perez
Seconded by: Councilmember Martinez
Approved: 4-0

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

28. Mayor's Appointments to Vacancies of Various Council Committees, Subcommittees, Commissions, Other Agencies, Etc.

Motion: To appoint City Manager, Gustavo Romo, to the Oversight Board of the Successor Agency to the Coachella Redevelopment Agency. Mayor Dr. Figueroa appoints Councilmember Martinez to the CVAG Transportation Committee, Coachella/Indio Waste Transfer Station Joint Powers Authority, Waste Management Contract Amendment – Ad Hoc Committee, Joint Water Policy Advisory Committee Meeting, and the Sister City Sub-Committee. Mayor Dr. Figueroa appoints Councilmember Delgado to Senior Citizen Advisory Sub-Committee and JPA/Coachella Valley Conservation Commission.

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Delgado
Approved: 4-0

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

29. Authorize the City Manager to sign and execute the Fourteenth Amended and Restated Memorandum of Understanding Between the City of Coachella and the Sports Leagues, and establish field use fees for the 26/27 sports season.

Public Comment:

1. Alma Rosa Aceves
2. Lorette Perez
3. Rogelia Mejia
4. Fabian Briceno
5. Antonio Juarez
6. Jorge Sanchez
7. Ricardo Valencia
8. Manuel R. Montano
9. Yoatzin Aguilar
10. Daisy Castaneda

Mayor Dr. Figueroa stepped away at 8:05 p.m. and retuned at 8:08 p.m.

Mayor Pro Tem Perez stepped away at 8:23 p.m. and retuned at 8:26 p.m.

Motion: To authorize the City Manager to sign and execute the Fourteenth Amended and Restated Memorandum of Understanding Between the City of Coachella and the Sports Leagues, and establish field use fees for the 26/27 sports season with modification to Section 8.3 relative to the financial audit to be in compliance with the scoring rubric, modification to Section 9.2 regarding league responsibilities to require them to provide notification if they witness offenses, modification to Section 2 to add in the language for community field use days, and modification to Section 7 to indicate a 0% fee for year one, a 25% fee for year two, a 50 % fee for year three, and to modify Section 10 to have the term be a three year term with a possibility of a two year extension, and to include Section 19 a nondiscrimination clause and not sub-lease fields to a for pro profit club.

Made by: Councilmember Martinez
Seconded by: Mayor Dr. Figueroa
Approved: 4-0

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

30. A Disruption Policy Pursuant to Senate Bill 707

Motion: To approve Disruption Policy Pursuant to Senate Bill 707

Made by: Mayor Dr. Figueroa

Seconded by: Councilmember Martinez
Approved: 4-0

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

31. Public Hearing and Adoption of Resolution No. 2026-38 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscape and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2026/2027

Public Hearing opened at 8:33 p.m. and closed at 8:33 p.m.

Motion: To adopt Resolution No. 2026-38 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscape and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2026/2027

Made by: Councilmember Delgado
Seconded by: Councilmember Martinez
Approved: 4-0

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

32. Public Hearing and Adoption of Resolution No. 2026-39 Affirming the Solid Waste Rates for Fiscal Year 2026/2027 and Authorizing the Collection of Residential Solid Waste Service Charges for Fiscal Year 2026/2027 on the County of Riverside's Property Tax Roll.

Public Hearing opened at 8:36 p.m. and closed at 8:37 p.m.

Motion: To adopt Resolution No. 2026-39 Affirming the Solid Waste Rates for Fiscal Year 2026/2027 and Authorizing the Collection of Residential Solid Waste Service Charges for Fiscal Year 2026/2027 on the County of Riverside's Property Tax Roll.

Made by: Councilmember Martinez
Seconded by: Mayor Dr. Figueroa
Approved: 4-0

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

33. Adoption of the Fiscal Year 2026-27 Annual Budget (Resolution 2026-41) and Approval of the Fiscal Year 2025-26 Final Budget (Resolution 2026-42)

Public Hearing opened at 8:55 p.m. and closed at 8:58 p.m.

Public Comment:

1. James Rodriguez

Motion: Adoption of the Fiscal Year 2026-27 Annual Budget (Resolution 2026-41) and Approval of the Fiscal Year 2025-26 Final Budget (Resolution 2026-42)

Made by: Mayor Pro Tem Perez
Seconded by: Councilmember Martinez
Approved: 4-0

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

REPORTS AND REQUESTS:

Council Discussion on Future Agenda Items

Council Comments/Report of Miscellaneous Committees.

Department Director Reports

City Manager's Comments.

ADJOURNMENT:

Mayor Dr. Figueroa adjourned the meeting at 9:32 p.m.

_____
Angela Zepeda
City Clerk

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo Romo, City Manager

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

SUBJECT: Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for City Medians and Downtown 6th Street in the amount of $83,932.20.

STAFF RECOMMENDATION:

Authorize City Manager to execute Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for City Medians and Downtown 6th Street in the amount of $83,932.20.

EXECUTIVE SUMMARY:

The City published a Request for Proposals ("RFP") for Landscape Maintenance Services for City Medians and Downtown 6th Street. This RFP closed on April 24, 2023 and was awarded to Vintage Associates, Inc. The locations of this contract include 6th Street from Cesar Chavez to Grapefruit Blvd and medians/parkways located along: Dillon Road, Grapefruit Blvd, Cesar Chavez St., Avenue 50 and Avenue 54. The original award was for a two-year term for $127,200.00 and allowed for two additional one-year terms with annual increases based on Consumer Price Index (CPI). On May 14, 2025, Council awarded Vintage Associates, Inc Amendment No. 1 increasing their term for one additional year.

Staff recommends to award Amendment No. 2 extending the term of the agreement to June 30, 2027; CPI from June 2025-June 2026 was 3%. Compensation for the additional term is recommended at a total not-to-exceed amount of $83,932.20 (includes a 25% contingency for overseeding and plant replacements); the annual contractual cost will increase from $81,487.50 to $83,932.20.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as it is budgeted in the existing budget.

ATTACHMENTS:

1. Amendment No. 2

Amendment No. 2 to the Maintenance Services Agreement
Between the City of Coachella
and
Vintage Landscape Project No. 031623B

2. Parties And Date.

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 8th day of July, 2026 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for City Medians and Downtown 6th Street Project No. 031623B ("Agreement"), entered into on May 10, 2023.

2.2 Amendment. City and Contractor entered into Amendment No. 1 on May 14, 2025.

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

3. Amendments.

3.1. Compensation. Section 3.1.2 and 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.1.2 Term. The term of the Agreement shall be from July 23, 2023 to June 30, 2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of the Agreement, and shall meet any other established schedules and deadlines.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" of the Agreement. The total compensation shall not exceed **three hundred twenty-four thousand four hundred nineteen dollars and seventy cents ($324,419.70)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C replaced as attached to this Amendment No. 2.

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

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

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

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

THE CITY OF COACHELLA

By:
_____
William B. Pattison, Jr.
Interim City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
BB&K, City Attorney

VINTAGE LANDSCAPE

By:_____

EXHIBIT "C"

COMPENSATION

- Monthly = $5,595.48
- Annual = $67,145.76 + 25% contingency = Annual NTE $83,932.20
- Four Year Term NTE = $324,419.70

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Mary Rodriguez, Grants Manager

SUBJECT: Authorize a Community-Based Grant to Desert Arc in the Amount of $1,000 to support Adult Day Program Communication Equipment

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STAFF RECOMMENDATION:

Staff recommends the City Council consider awarding a Community-Based Grant (CBG) in the amount of $1,000 to Desert Arc to support the purchase of portable two-way staff communication radios for its Adult Day Program, subject to the terms and conditions of the Community-Based Grant Program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, 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 included an allocation for the Community-Based Grant Program.

DISCUSSION/ANALYSIS:

Desert Arc has been serving individuals with intellectual and developmental disabilities since 1959. The organization enhances quality of life and creates opportunities for adults with disabilities through its Adult Day Program and supported employment services. According to the grant application, Desert Arc currently serves 69 clients from the City of Coachella and employs 54 Coachella residents.

The requested Community-Based Grant funding will be used to purchase portable two-way staff communication radios (walkie-talkies) for Desert Arc's Adult Day Program. These communication devices are essential for maintaining client safety, supervision, and staff coordination throughout the day. As a licensed Adult Day Program, Desert Arc is required to maintain direct supervision of participants, many of whom have significant medical, behavioral, mobility, and communication support needs.

The radios allow direct support professionals to quickly communicate needs, coordinate coverage, request assistance, and respond to medical or emergency situations. They are also utilized during daily activities, client transitions, and transportation loading and unloading procedures to ensure participant safety and efficient operations.

In addition to its Adult Day Program services, Desert Arc provides employment and training

opportunities through its Shredding & Recycling, Landscape Maintenance, Janitorial, and Fulfillment divisions. The organization also maintains a strong presence within the City of Coachella through partnerships with the City and local businesses.

Staff has determined that the proposed use of funds aligns with the goals of the Community-Based Grant Program by supporting services that directly benefit Coachella residents with disabilities and promote their health, safety, and well-being.

FISCAL IMPACT:

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

ATTACHMENT(S):

CBG Application Packet

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

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

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

1. **Application Funding Cycle:** **Date:** 04/30/2026

   July 1, 20 25 **- June 30, 20** 26

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

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

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

   Desert Arc has championed the rights of people with intellectual and developmental disabilitie

4. **Agency/Organization:**
   Desert Arc
5. **Mailing Address:**
   73255 Country Club Drive
   City: Palm Des **Zip:** 92260
6. **Telephone:** (760) 346-1611

   Fax:

7. **Official Contact Person:**
   Name: Kathrene Wales

   Title: Vice President, Development

   Telephone: (760) 346-1611

   Fax:

   E-mail: grants@desertarc.org

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

9. **How long has this organization been in existence?**
Desert Arc has been in existence for 67 years.

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

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

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
Funds will be used immediately upon reception. Desert Arc's fiscal year runs from July 1 to June 30

13. **Describe briefly how the requested funds will be used.**
Requested funds will support Desert Arc's services for individuals with intellectual and developmental disabilities who reside in the City of Coachella, many of whom are Hispanic/Latino. These funds will enhance access to essential day programs, skill-building

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
Yes, the program requires multiple funding sources in addition to this grant to ensure full sustainability. Core funding is provided through regional center and state developmental services allocations, along with grants, donations, and community fundraising. Desert Arc

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?**
Yes, the program is intended to continue beyond the grant period. Ongoing operations will be sustained through a combination of regional center and state developmental services funding, grants, donations, and community fundraising. Desert Arc maintains an active

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
The proposed program will directly serve individuals with intellectual and developmental disabilities who reside in the City of Coachella by providing access to structured day programs, skill-building activities, and individualized support services. In alignment with

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
The proposed program is designed to serve adults ages 18 and older with intellectual and developmental disabilities. Clients include both males and females from diverse cultural and ethnic backgrounds, with a significant portion identifying as Hispanic/Latino, reflecting the

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

Authorized Official: Michelle Peters **Title:** President/CEO

Signature: Michelle Peters **Date:** 4/30/26

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

Date:
September 16, 2024
Employer ID number:
95-6006700
Form 990 required:
Yes
Person to contact:
Name: D Finley
ID number: 1001747347

DESERTARC
73255 COUNTRY CLUB DR
PALM DESERT, CA 92260

Dear Sir or Madam:

We're responding to your request dated August 19, 2024, about your tax-exempt status.

We issued you a determination letter in January 1971, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

City of Coachella

Desert Arc Adult Day Program

Two-Way Direct Radio Budget

Description	Quantity	Cost	Total
Portable Radio	8	$219.95	$1,759.60
Wireless Earpiece	24	$44.95	$1,078.80
Shipping			$118.84
Tax			$234.98
Project Total:			**$3,031.62**

Request from City of Coachella: $1,000.00

The funds from this grant will support Desert Arc's Adult Day Program staff. Portable radios will replace current units that are no longer functioning and will equip newly hired staff. Earpieces will be provided for both existing and newly issued radios to ensure clear and reliable communication.

Harris · McAndrew
CHARITABLE FOUNDATION

July 6, 2025

The Desert Arc

Enclosed please find our donation of $250,
and our continuing support for your mission

In you acknowledgement of this donation kindly include your tax ID,
and a statement of your 501(3) non profit organization status.

Harris McAndrew Chaitable Foundation
James McAndrew, Director
Gary Endres, Director
4751 E. Palm Canyon Drive Suite C303
Palm Springs, CA 92264

President James McAndrew
Vice President Marianne Moss
Secretary/Treasurer Gary Endres

E. Palm Canyon Drive, Ste C303 | Palm Springs, CA 9

The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild St
Charleston, SC 29492

July 24, 2025

>002457 5378104 0001 092574 10Z
DESERTARC
73255 COUNTRY CLUB DR
PALM DESERT CA 92260-2309

CHECK DATE: 07/24/2025
CHECK NUMBER: [redacted]
CHECK AMOUNT: $100.00

PAGE: 1 OF 1

On Behalf of Boeing, The Blackbaud Giving Fund is pleased to present: $100.00

US Grant Terms: Any grant issued by The Blackbaud Giving Fund is subject to the following terms. By accepting any grant from The Blackbaud Giving Fund, you represent to The Blackbaud Giving Fund that (i) your organization is formed under the laws of the U.S. and its territories and is a public charity described in IRC secs. 509(a) (1)-(3), a political subdivision of the United States, a state, a possession of the United States within the meaning of Section 170(c) (1) of the Code of the Internal Revenue Code of 1986 or a private operating foundation described in IRC sec. 4942(j)(3); (ii) this grant will be used exclusively for your organization's exempt purposes; (iii) neither the recommending donor nor any other party will receive goods, services or impermissible benefits (e.g., tuition, memberships, dues, admission to events or goods bought at auction, or anything of more than incidental benefit) as a result of the grant; (iv) the grant will not be used for political contributions or campaign activities; and (v) your organization does not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise.

To access Donor Details or register for ACH, visit [redacted]
For questions, email Nonprofit Support at [redacted]

)3R6 (08/16)

The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild St
Charleston, SC 29492

VOID VOID VOID

[redacted]
July 24, 2025

70 - 2189 / 719

VOID AFTER 120 DAYS

**********$100.00***

Pay To The Order Of: DESERTARC
73255 COUNTRY CLUB DR
PALM DESERT, CA 92260-2309

Amount: ONE HUNDRED DOLLARS AND 00/100

Matthew J. Nash
Authorized Signature

NC Bank, N.A. 071

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER, "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE.) MICRO-PRINT BORDER.

⑈3340263714⑈ ⑆071921891⑆ 4450681776⑈

Atalee J. Miranda

From: no-reply-sparkgoodgrants@es.relay.walmart.com on behalf of Spark Good Grants Team <no-reply-sparkgoodgrants@es.relay.walmart.com>
Sent: Thursday, October 30, 2025 12:23 PM
To: Grants
Subject: Spark Good Local Grant to Facility #5096 Status Update - Application ID 92152304

Spark Good Local Grant to Facility #5096 Status Update – Application ID 92152304

Dear Kathrene,

Congratulations! Your Spark Good Local Grant request to Facility #5096 has been approved, and you will be receiving a $500 grant.

The grant funds will be sent via electronic payment to the bank account set up with JPM. Please save the payment ID #120856980933379 for future use.

We encourage you to share the positive impact this grant will have on our community. Before moving forward, please review the Local Grant Recognition Toolkit. This provides brand and recognition guidelines agreed upon when applying for the grant as well as helpful tips for acknowledging Walmart or Sam's Club for this grant.

Visit Walmart.com/nonprofits to discover additional ways Spark Good may be able to support your organization.

Once again, congratulations on your grant, and thank you for your valuable contributions to the community.

Sincerely,
The Spark Good Team

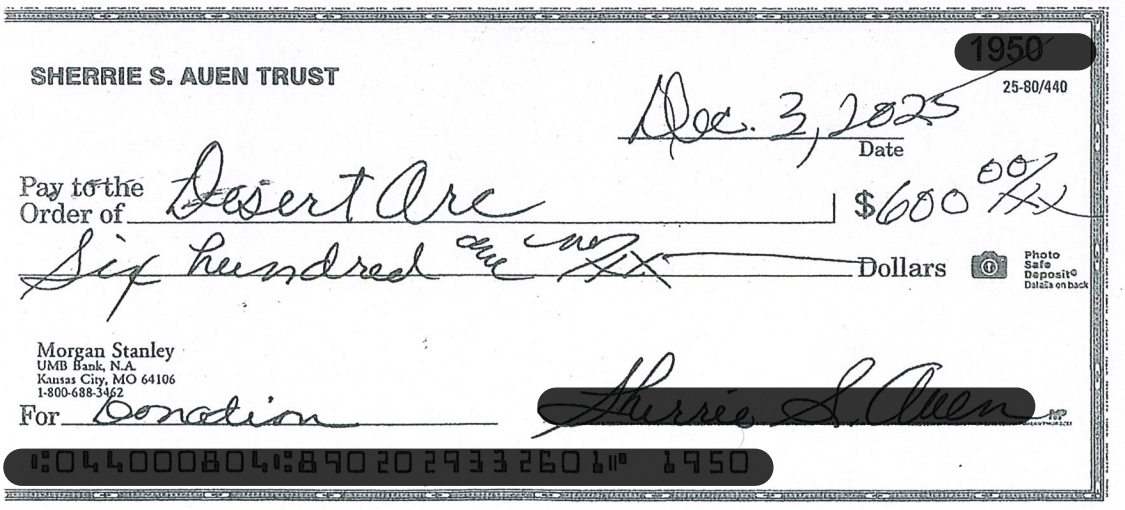
Desert Arc
OPPORTUNITIES FOR PEOPLE WITH DISABILITIES

Donation Tracking Form

Received By: Kathrene Wales (from Ernie Rubin) **Date:** 12/05/2025

1. Donations to Director of Development for processing. 2. Gift Info Copied and Entered in CRM Database
3. Actual Donation/Copy of Paperwork to Accounting 4. Acknowledgement Letter Sent/Scanned in CRM Database

NAME OF DONOR(S): Sherrie S. Auen
Acknowledgement Letter TO: ☐ **SAME AS ABOVE or:** _____
Mailing Address: ☐ **SAME AS CHECK/ORDER FORM or:** Check #1950 - $600.00 Donation
☐ **ANONYMOUS** ☐ **SPECIAL INSTRUCTIONS:** _____
☐ **MATCHING GIFT EMPLOYER:** _____
FUND CATEGORY: ☐ General ☑ Designated **IF DESIGNATED:** ☐ Program ☑ Event ☐ OTHER
Program Name: _____
Event Name: _____ **Sponsorship Type:** _____
Other: Ernie Rubin Christmas Party for the Clients
DATES: _____CRM Entry _____Accounting _____ Acknowledgement Letter _____CRM Scan


SHERRIE S. AUEN TRUST
1950
25-80/440
Dec. 3, 2025
Date
Pay to the Order of Desert Arc $600 00/xx
Six hundred and no/xx Dollars
Photo Safe Deposit® Details on back
Morgan Stanley
UMB Bank, N.A.
Kansas City, MO 64106
1-800-688-3462
For Donation
Sherrie S Auen
⑆044000804⑆890202933260⑈ 1950

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Mary Rodriguez, Grants Manager

SUBJECT: Authorize a Community-Based Grant to the Palm Springs Art Museum in the Amount of $1,000 to support the Art in the Library Program and Transportation Services

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to the Assistance League Coachella Valley in the amount of $1,000 to fund the Palm Springs Art Museum (PSAM) to support its Art in the Library Program, community art education activities, and transportation services for Coachella residents.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, 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 included an allocation for the Community-Based Grant Program.

DISCUSSION/ANALYSIS:

PSAM creates transformative experiences that connect the public with art, ideas, and culture. Through culturally sensitive education and community engagement, PSAM serves thousands of youths and families annually throughout the Coachella Valley. The museum welcomes more than 3,000 students each year for educational tours and art activities and offers family-centered programming, free community events, and cultural celebrations.

The requested grant funding will support PSAM's Art in the Library Program, which brings museum art educators and local artists directly into communities including Coachella. Through partnerships with local libraries, youth participate in hands-on artmaking workshops led by artists who reflect the cultural backgrounds of the communities they serve. The program helps remove barriers to arts education and creates opportunities for residents to engage with creative experiences close to home.

Funding will also support transportation services for Coachella residents to attend programs and activities at the Palm Springs Art Museum. Transportation assistance is particularly important for families facing economic or transportation challenges and helps ensure equitable access to educational and cultural resources.

FISCAL IMPACT:

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

ATTACHMENT(S):

CBG Application Packet

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

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

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

1. **Application Funding Cycle:** **Date:** 05/21/2026

   July 1, 20 25 **- June 30, 20** 26

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

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

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

   Transportation to Palm Springs Art Museum for Family+.

4. **Agency/Organization:**
   PALM SPRINGS ART MUSEUM
5. **Mailing Address:**
   101 N MUSEUM DRV
   City: PALM SP **Zip:** 92262
6. **Telephone:** (760) 322-4844

   Fax:

7. **Official Contact Person:**
   Name: Daniela Rojas

   Title: Education and Community Engagement M

   Telephone: (760) 322-4844

   Fax:

   E-mail: drojas@psmuseum.org

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

9. **How long has this organization been in existence?**
   Over 50 years.

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.
    Approximately $1,200 FY22/23, $1,500 FY 23/24, $1,000 FY 24/25

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?**
    Shuttle service will be on June 21st, 2026.

13. **Describe briefly how the requested funds will be used.**
    Funds will be used to cover the cost of a charter bus to transport community members from the Coachella and Mecca library to and from the museum for a free event.

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
    PSAM is covering all remaining funding for the program. Outlined in the attached budget.

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?**
    The museum will continue to cover the yearly cost of "Art in the Library" to cover materials, supplies, workshop hosts, and refreshments.

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
    This service provides access to Palm Springs Art Museum for Coachella and non-Coachella residents for free- museum access and participate in all free art making activities provided by the museum.

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
    Families with transportation challenges, low-income, under served and under represented communities.

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

Authorized Official: **Title:**

Signature: Daniela Rojas **Date:** 5/24/2026

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 024823
Apr. 18, 2013 LTR 4168C
95-1809576 000000 00
00024706
BODC: TE

PALM SPRINGS ART MUSEUM
PO BOX 2310
PALM SPRINGS CA 92263-2310

28765

Employer Identification Number: 95-1809576
Person to Contact: Ms. Edwards
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 09, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1941.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

024823
Apr. 18, 2013 LTR 4168C EO
95-1809576 000000 00
00024707

PALM SPRINGS ART MUSEUM
PO BOX 2310
PALM SPRINGS CA 92263-2310

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

Budget Breakdown

Program Coordinator	$2,500
Artist #1	$1,500
Artist #2	$1,500
Supplies (4) libraries	$800
Museum Staff- onsite support	$2,000
Shuttle Transportation	$1,800

Company nam Palm Springs Art Museum, Inc.
Report name: General Ledger report
Reporting Boo ACCRUAL
Start Date: 7/1/2025
End Date: 6/3/2026
Project: P-5577--Library Program

Posted dt.	Doc dt.	Doc	Memo/Description	Department name	Location	Project	Restriction	JNL	Debit	Credit	Balance
5520 - IND. Contractors (Balance forward As of 07/01/2025)											0.00
5/21/2026	5/21/2026	05282026 Frank Lemus Library prc	Bill - Lemus, Francisco: Frank Lemus Library program 2026	Public Programs & Education	100	P-5577	1	APJ	2,500.00		2,500.00
5/28/2026	5/28/2026	05282026 A.Prudencio Library Pro	Bill - Prudencio, Angel / Mudcrack Studios: A.Prudencio Library Program 2026	Public Programs & Education	100	P-5577	1	APJ	1,500.00		4,000.00
5/28/2026	5/28/2026	05282026 S.Hernandez- Art at the	Bill - Hernandez, Stephanie: S.Hernandez- Art at the Library 2026	Public Programs & Education	100	P-5577	1	APJ	1,500.00		5,500.00
Totals for 5520 - IND. Contractors									**5,500.00**	**0.00**	**5,500.00**
5600 - Supplies - Office & Other (Balance forward As of 07/01/2025)											0.00
4/29/2026		*Vendor Invoice: 05/12/2026 18:22:30:3362 Batch Summary Entry*									
4/29/2026	4/29/2026	0-51002 Heredia April 2026	Bill - American Express - Luisa Heredia: art supplies	Public Programs & Education	100	P-5577	1	APJ	293.45		
4/29/2026	4/29/2026	0-51002 Heredia April 2026	Bill - American Express - Luisa Heredia: artist supplies	Public Programs & Education	100	P-5577	1	APJ	8.73		
		Totals for summary entry						*APJ*	302.18		302.18
Totals for 5600 - Supplies - Office & Other									**302.18**	**0.00**	**302.18**
5640 - Advertising (Balance forward As of 07/01/2025)											0.00
4/29/2026	4/29/2026	0-51002 Heredia April 2026	Bill - American Express - Luisa Heredia: Summer Programs Mailer to District Parents: Library, Family+, Free Thursdays	Public Programs & Education	100	P-5577	1	APJ	1,317.50		1,317.50
Totals for 5640 - Advertising									**1,317.50**	**0.00**	**1,317.50**
Grand total									**7,119.68**	**0.00**	**7,119.68**

Organization Narrative for Grant Request

City of Coachella

2026

Palm Springs Art Museum creates transformative experiences that expand our understanding of ourselves and the world. The Museum's collection, exhibition, and education programs connect the public with art and ideas. PSAM is committed to harnessing the rich legacy, diverse creative opportunities, and philanthropic support that is shaping its future and make an impact upon the evolving cultural landscape of our region. Through culturally sensitive education and community engagement, PSAM is realizing its vision to be an inclusive, 21st-century museum and evolving center of community belonging. Youth and Family Programs are a top priority, with ambitious plans to initiate and grow learning opportunities for young people. Every year, PSAM welcomes over 3,000 diverse students from the region's three school districts for museum tours and art activities. Held every third Sunday, Family+ offers moments of shared creativity led by artists, creatives, makers and musicians. Art, music and community converge on Free Thursday Nights, including self-guided art activities to enhance the experience. PSAM also hosts special events in conjunction with Black History Month (Feb), and Pride Month (June), and Dia De Los Muertos (Nov).

Through our annual Art in the Library Program, PSAM's museum art educators partner with local artists to lead artmaking workshops for youth in surrounding cities such as Mecca, Coachella, and Desert Hot Springs, Indio, and Cathedral City. Participants experience art making activities of various mediums from artists reflective of their communities. This program connects community members with the museum who face transportation barriers. All are invited back to PSAM for family programming. Transportation to/from museum provided by the City of Coachella. With the rising costs of living and gasoline prices, a shuttle for community members to Palm Springs Art Museum is essential.

Palm Springs Art Museum

June 4th, 2026

Dear City of Coachella,

We are pleased to submit documentation in support of the Art in the Library- Library Program 2026, as part of our shared commitment to its success. We are writing to confirm that we have secured a 1:1 match commitment toward the project, as required.

Please find the attached project statement detailing the source and allocation of the matching funds. We hope this will satisfy the necessary documentation requirements for your records and review.

If you have any questions or require additional information, please don't hesitate to contact me directly.

Thank you for your continued partnership and support.

Sincerely,
MarJon Hudson
Director of Advancement Operations
Palm Springs Art Museum
mhudson@psmuseum.org

FY25 Program Budget- Project Code 5520 Library Program

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Mary Rodriguez, Grants Manager

SUBJECT: Adopt Resolution No. 2026-43 Authorizing the City of Coachella's Participation in the County of Riverside's Urban County Program for Fiscal Years 2027-28, 2028-2029, and 2029-2030

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2026-43 authorizing the City of Coachella's continued participation in the County of Riverside's Urban County Program for fiscal years 2027-28, 2028-2029, and 2029-2030.

BACKGROUND:

In 1974, Congress initiated the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The mission of the CDBG Program is to improve the quality of life for people of low-moderate incomes in low-income census tract areas, aid in the prevention of neighborhood deterioration, and meet other urgent community development needs. The purpose of CDBG funding is to provide capital to support local economies, help strengthen neighborhoods, empower families and promote individual achievement. Due to its emphasis on flexibility, CDBG remains one of the most effective forms of federal assistance available to local governments

The Riverside County Department of Housing, Homelessness Prevention, and Workforce Solutions will administer the CDBG funding and oversees approximately 14 non-entitlement communities throughout Riverside County, of which Coachella is a "Participating City." The City qualifies as a Participating City due to its various low-to-moderate income Census tract areas. Due to federal requirements, a resolution must be submitted to Riverside County confirming the City of Coachella's intent to continue its participation in the Riverside County Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2027-28, 2028-2029, and 2029-2030 (July 1, 2027 through June 30, 2029).

DISCUSSION/ANALYSIS:

The term of this Agreement is for three (3) years commencing on July 1, 2027, through June 30, 2029, unless an earlier date of termination is fixed by U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

CDBG-eligible activities include: Public Facilities and Improvements, Rehabilitation, Construction of Housing, Special Economic Development Activities, Microenterprise Assistance, and other miscellaneous activities. No less than 70 percent of the funds must be used for activities that benefit low- and moderate-income persons over a period specified by the state, not to exceed 3 years. The selected activities must meet a national objective such as:

1. Benefiting low and moderate (L/M) income persons;
2. Addressing slums or blight; or
3. Meeting a particularly urgent community development need.

FISCAL IMPACT:

There is no direct fiscal impact to the approval of the agreement; however, the approval of this agreement will ensure that Coachella is eligible for future CDBG funds, which, on average, have been approximately $217,000 per year.

ATTACHMENT(S):

1. Cooperation Agreement
2. Resolution No. 2026-43
3. County CDBG Resolution No. 26-127

COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIPS PROGRAM, AND
EMERGENCY SOLUTIONS GRANT
FOR FISCAL YEARS 2027, 2028, 2029

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2027, 2028, and 2029, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2026, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF COACHELLA, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (42 U.S.C.A. § 5301 et seq.) (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional

housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness;

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three (3) years.

WHEREAS, the chief executive officer of the COUNTY is authorized to execute this Agreement pursuant to Riverside County Ordinance No. 442.

WHEREAS, the City Manager or Mayor of CITY is authorized to execute this Agreement on the CITY's behalf.

WHEREAS, the COUNTY Board of Supervisors on July 14, 2026 via Minute Order 30623 authorized the COUNTY Director of Housing and Workforce Solutions to execute this agreement on behalf of the COUNTY.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. GENERAL.

(a). This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Fiscal Years 2027, 2028, and 2029, that will be funded from the CDBG, HOME, and ESG programs and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate in an Urban County's Community Development Block Grant (CDBG), Home Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) programs, hereinafter referred to as "Urban County Programs".

(b). By executing this Agreement, CITY understands that it may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Urban County's CDBG program, and that CITY may only participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME

consortium. The CITY may also apply for HOME funds from the State of California, if permitted by the State.

(c). By executing this Agreement, CITY understands that it may only receive a formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY may also apply for ESG funds from the State of California, if permitted by the State.

2. TERM.

The term of this Agreement shall be for three (3) years commencing on October 1, 2026, and expiring on September 30, 2029, unless an earlier date of termination is fixed by U.S. Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This Agreement shall remain in effect until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.

This Agreement will renew automatically for participation in one successive three-year Urban County qualification period (Federal Fiscal Years 2027-29), unless the CITY or the COUNTY provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. By executing this Agreement, the CITY acknowledges that it has been notified in writing of the CITY's right to make this election. A copy of this Agreement will be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

3. PREPARATION OF FEDERALLY REQUIRED FUNDING APPLICATIONS.

The County of Riverside Housing and Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S.

Department of Housing and Urban Development (HUD), in a timely manner, all reports and statements required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and processing of COUNTY Housing, Community, and Economic Development Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related programs which satisfy the application requirements of ACT and its regulations.

4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

(a) COUNTY and CITY will comply with the applicable provisions of the ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists or may hereafter be amended.

(b) The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing pursuant to Section 104 (b) of Title I of ACT, as amended.

(c) COUNTY and CITY will comply with the applicable provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); Title 24 Code of Federal Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR part 6, including Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR part 146, Section 3 of the Civil Rights Act of 1963, as amended, Section 3 of the Housing and Urban Development Act of 1968, the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 49 CFR Part 24, and Section 104(d) of the Act and implementing regulations at 24 CFR Part 42; and other Federal or state statute or regulation applicable to the use of CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990), and Emergency Solutions Grant funds.

(d) CITY agrees that the Urban County Program funding for activities in, or in support of, the CITY are prohibited if CITY does not affirmatively further fair housing within CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

(e) CITY and COUNTY shall meet the citizen participation requirements of 24 CFR 570.301 and provide Urban County Program citizens with all of the following:

i. The estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate-income;

ii. A plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

iii. A plan that provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate-incomes, residents of slum and blighted areas, and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate-income neighborhoods;

iv. Reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the ACT;

v. Provide for public meetings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities and review of program performance. Meeting shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled.

(f). CITY shall develop a community development plan, for the period of this Agreement, which identifies community development and housing needs and specifies both short and long-term community development objectives.

(g). CITY certifies, to the best of its knowledge and belief, that:

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

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

iii. The CITY shall require that the language provided in Sections 4(c) of this Agreement be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(iv). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing applicable State and local laws against physically barring entrance to, or exit from, a

facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

The COUNTY's Board of Supervisors have adopted policies and procedures to ensure efficient and effective administration of the CDBG, HOME and ESG programs. COUNTY will provide these policies and procedures to CITY within a reasonable time after this Agreement's commencement date. COUNTY and City agree to comply with these said policies and program objectives and to take no actions to obstruct implementation of the approved 2024-2029 Five Year Consolidated Plan and the subsequent Five-Year Consolidated Plan.

6. OTHER AGREEMENTS

Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental Agreement will set forth the time schedule for completion of said project(s) and any funding sources, in addition to entitlement funds, that will be used in completing the project(s). If substantial compliance with the completion schedule, due to unforeseen or uncontrollable circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by COUNTY. If COUNY determines that substantial progress toward drawdown of funds is not made during the term of the Supplemental Agreement, the entitlement funds associated with the project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY, after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend the completion schedule associated with the project(s), or to reprogram the entitlement funds associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

7. DETERMINATION OF PROJECTS TO BE FUNDED AND DISTRIBUTION OF ENTITLEMENT FUNDS.

CITY agrees to submit to COUNTY in writing, no later than the date specified by COUNTY prior to each program year, the activities that the CITY desires to implement with its entitlement funds, said designation to comply with statutory and regulatory provisions governing citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and Workforce Solutions to determine that the projects are eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

In the event that CITY fails to submit to COUNTY the identified activities that the CITY desires to implement with its entitlement funds by the date specified prior to each program year, the COUNTY may determine the activities to be funded, without consent of the CITY, consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

Consistent with Sections 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board of Supervisors will make the final determination of the distribution and disposition of all CDBG funds received by COUNTY pursuant to the Act.

8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

CITY warrants that those officers, employees, and agents, retained by it and responsible for implementing projects funded with CDBG have received, reviewed, and will follow the Community Development Block Grant Manual that has been prepared and amended by COUNTY, which Manual is incorporated herein and made a part hereof by this reference.

9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS.

When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY shall comply with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq.,

as those laws may be amended from time-to-time and any Federal or state regulations issued to implement the aforementioned laws.

In addition, the following is to occur:

(a) Title to the real property shall vest in CITY;

(b) The real property title will be held by or the constructed facility will be maintained by the CITY for the approved use until five years after the date that the CITY is no longer considered by HUD to be a part of the metropolitan city or urban county, pursuant to 24 CFR 570.501(b).

(c) While held by CITY, the real property or the constructed facility is to be used exclusively for the purpose for which acquisition or construction was originally approved by COUNTY;

(d) CITY shall provide timely written notice to COUNTY of any action which would result in a modification or change in the use of the real property purchased or improved, in whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or improvement, including disposition.

(e) CITY shall provide timely written notice to citizens and opportunity to comment on any proposed modification or change;

(f) Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is or is not consistent with Federal regulations governing CDBG funds;

(g) Should CITY desire during the five (5) year period to use the real property or the constructed facility for a purpose not consistent with applicable Federal regulations governing CDBG funds or to sell the real property or facility, then:

(i) If CITY desires to retain title, it will have to reimburse either COUNTY or the Federal government an amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised when the property was acquired or the facility was constructed;

(ii) If CITY sells the property or facility, or is required to sell the property

or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the monies paid to initially acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE OF CDBG FUNDS.

CITY shall inform COUNTY in writing of any income generated by the expenditure of CDBG funds received by CITY from COUNTY. CITY may not retain program income so generated. Any and all program income shall be returned to the County and may only be used for eligible activities in accordance with all CDBG requirements, including all requirements for citizen participation.

The COUNTY is required by HUD to monitor and report the receipt and use of all program income. CITY is required to track, monitor, and report any and all program income as requested by COUNTY.

11. TERMINATION.

Except as provided for in Section 2, CITY and COUNTY cannot terminate or withdraw from this Agreement while it remains in effect.

12. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	CITY OF COACHELLA
Heidi Marshall, Director	Lincoln Bogard, Interim City Manager
County of Riverside HWS	City of Coachella
3403 Tenth Street, Suite 300	53990 Enterprise Way
Riverside, CA 92501	Coachella, CA 92236

13. AGREEMENT ADMINISTRATION.

The City Manager of the CITY, and the Director of Housing and Workforce Solutions of County of Riverside, or their designee, shall administer the terms and conditions of this Agreement for their respective city or county.

14. COOPERATION; FURTHER ACT.

The PARTIES shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purpose of the Agreement.

15. NO THIRD-PARTY BENEFICIARIES.

This Agreement is made and entered into for the sole protection and benefit of the PARTIES hereto and shall not create any rights in any third parties. No other person or entity shall have any right or action based upon the provisions of the Agreement.

16. SECTION HEADINGS.

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

17. FORMER AGREEMENTS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

All agreements between CITY and COUNTY regarding the use of CDBG funds for fiscal years 1975-76 through fiscal years 2026-27 and any Supplemental Agreements there under, shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the language of this Agreement will be controlling.

18. INDEMNIFICATION

CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnifications is prohibited

by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

CITY shall indemnify and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

19. COMPLIANCE WITH LAWS AND REGULATIONS.

By executing this Agreement, the Parties hereby certify that they will adhere to and comply with all Federal, state and local laws, regulations and ordinances.

20. ENTIRE AGREEMENT.

It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the Parties at the time of execution.

21. SEVERABILITY.

Each paragraph and provision of this Agreement is severable from each other provision and in the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less continue in full force without being impaired or invalidated in any way.

22. ASSIGNMENT.

CITY shall not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement, or delegate or assign any interest in this Agreement without prior written approval of the County.

23. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives

and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

24. WAIVER.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

25. JURISDICTION AND VENUE.

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Court of California, County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

26. AMENDMENTS

No change, amendment, or modification to the Agreement shall be valid or binding upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to incorporate changes required by HUD as set forth in the Urban County Qualification Notice. Amendments must be submitted to HUD as provided in the Urban County Qualification Notice and failure to do so will void the automatic renewal for such qualification period.

27. PROHIBITION OF CDBG FUND TRANSFER

Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG Part 52 funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended

28. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from the Urban County program and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by the State.

29. HOME INVESTMENT PARTNERSHIP ACT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula HOME allocation from the Urban County program and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for HOME funds from the State of California, if permitted by the State.

30. AUTHORITY TO EXECUTE.

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

31. INCORPORATION OF RECITALS

The Parties hereby affirm the facts set forth in the recitals above. Said recitals are incorporated herein and made an operative part of this Agreement.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: _____

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

BY: _____
Heidi Marshall, Director
Housing and Workforce Solutions

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: _____
Braden Holly
Deputy County Counsel

CITY OF COACHELLA,
a charter city

BY: _____
Mayor or City Manager

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

County Counsel

By:_____
Deputy County Counsel, Braden Holly

RESOLUTION NO. 2026-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2027-28, 2028-29, 2029-30

WHEREAS, the **City of Coachella** has elected to participate as a unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2027-28, 2028-29, 2029-30; and

WHEREAS, the Cooperation Agreement will allow the County and City to carry-out activities which are funded by Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME) funds, and Emergency Solutions Grant (ESG); and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the City Council of the City of the City of Coachella sitting in regular session on **July 8, 2026**, that:

1. The Cooperation Agreement between the County of Riverside and the **City of Coachella** is hereby approved; and

2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Coachella.

PASSED, APPROVED and **ADOPTED** this 8th day of July 2026.

_____
Dr. Frank Figueroa
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. 2026-43 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of July 2026, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

RESOLUTION NO. 2026-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2027-2028, 2028-2029, AND 2029-2030

WHEREAS, the City of Coachella has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2027-28, 2028-29, and 2029-30; and

WHEREAS, the Cooperation Agreement will allow the County and City to carry-out activities which are funded by Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME) funds, and Emergency Solutions Grant (ESG); and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the City Council of the City of Coachella sitting in regular session on _____, 2026, that:

1. The Cooperation Agreement between the County of Riverside and the City of Coachella is hereby approved; and
2. The City Council hereby authorizes and directs the Mayor or City Manager to execute the Cooperation Agreement on behalf of the City of Coachella.

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo Romo, City Manager

PREPARED BY: Cástulo Estrada, Utilities Director

SUBJECT: Professional Services Agreement with Westbound Communications in the Amount not to Exceed $58,575 for Proposition 218 Public Outreach and Communications Support

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STAFF RECOMMENDATION:

Authorize the City Manager to Execute a Professional Services Agreement with Westbound Communications in the Amount not to Exceed $58,575 for Proposition 218 Public Outreach and Communications Support.

BACKGROUND:

The City of Coachella through its Water Authority and Sanitary District is completing a comprehensive evaluation of its water and wastewater utility systems and has developed proposed rate adjustments necessary to maintain reliable service, fund critical infrastructure improvements, comply with regulatory requirements, and ensure the long-term financial sustainability of both utilities.

California law under Proposition 218 establishes specific procedural requirements for adopting utility rate adjustments, including public notification, opportunities for public input, and a formal public hearing. To ensure that customers receive timely, accurate, and accessible information throughout this process, staff recommends retaining Westbound Communications to develop and implement a comprehensive bilingual public outreach and education program.

The proposed communications strategy emphasizes transparency, community engagement, multilingual communication, and customer education while ensuring compliance with Proposition 218 outreach requirements.

DISCUSSION/ANALYSIS:

The City requested informal proposals for Proposition 218 public outreach and communication services from five (5) qualified firms and received four proposals. Staff evaluated each proposal based on the firm's experience with Proposition 218 public outreach, qualifications of the project

team, understanding of the scope of work, experience with public agency communications, and ability to provide bilingual community engagement services.

Westbound Communications brings extensive experience working with water districts and other public agencies throughout California. The firm's project team has successfully developed and implemented public outreach and communications programs for agencies including Eastern Municipal Water District, Western Municipal Water District, Monte Vista Water District, West Valley Water District, Mesa Water District, Central Basin Municipal Water District, and the Mojave River Watershed Group. These projects have included public education initiatives related to water reliability, infrastructure investment, conservation, regulatory compliance, capital improvement programs, and Proposition 218 rate adjustments. This experience demonstrates the firm's ability to communicate complex utility issues in a clear, accurate, and accessible manner for customers and stakeholders.

In addition to its water utility expertise, Westbound has significant experience working with public agencies and regional initiatives throughout Riverside County and the Coachella Valley. The firm's project team has successfully delivered public outreach and community engagement services for the Riverside County Registrar of Voters, Riverside County Transportation Commission, the CV Link, and the CV Rail. Through these projects, Westbound has developed a strong understanding of the Coachella Valley's communities, stakeholder organizations, and effective bilingual communication strategies. This regional experience provides the City with a consultant that is familiar with local audiences and well positioned to implement a comprehensive outreach program that reflects the City's commitment to transparency, accessibility, and meaningful public engagement.

Based on the evaluation of the four proposals received, staff determined that Westbound Communications is the most qualified firm to provide Proposition 218 public outreach and community engagement services. Staff believes the firm's combination of Proposition 218 expertise, extensive water agency experience, and demonstrated success delivering public outreach programs throughout Riverside County and the Coachella Valley makes Westbound uniquely qualified to support the City's public education efforts for the proposed water and wastewater rate adjustments.

FISCAL IMPACT:

The requested $58,575 will be funded 50% from the Water Enterprise Fund and 50% from the Sewer Enterprise Fund undesignated reserves under professional/contract services.

ATTACHMENT(S):

1. Proposal



Westbound COMMUNICATIONS

Coachella Water Authority
Public Outreach & Communications
for Proposition 218 Support
June 25, 2026

June 25, 2026

Coachella Water Authority and Sanitary District
3462 Enterprise Way
Coachella, CA 92236

RE: Proposition 218 Outreach and Public Education Services

Dear Selection Committee:

Thank you for the opportunity to submit this proposal on behalf of Westbound Communications. We are excited to partner with the City of Coachella to support public outreach and education efforts related to proposed water and wastewater rate adjustments.

The City has already completed significant work to evaluate its water and wastewater system needs and develop proposed rate recommendations. The next step is helping residents and businesses understand what the proposal means for them and how they can participate in the process. Our role is simple: help the City communicate clearly and ensure the community has access to accurate information throughout the rate adjustment process.

Westbound is uniquely qualified to support this effort. Our team includes experienced Proposition 218 communicators, bilingual outreach professionals, and community engagement specialists who have worked throughout the Coachella Valley. In addition to supporting Proposition 218 outreach efforts for cities and water agencies across California, our team has experience on regional initiatives including CV Link and CV Rail, giving us firsthand knowledge of the communities, stakeholders and audiences that make the Coachella Valley unique.

We understand that successful Proposition 218 outreach is not measured by the number of materials produced or meetings held. Success is achieved when residents understand the proposal, know where to get information, and feel that the process has been transparent and accessible from start to finish.

We appreciate your consideration and look forward to the opportunity to support the City of Coachella during this important community conversation.

Best,

Carrie Gilbreth



Principal and Chief Executive Officer
Westbound Communications
cgilbreth@westboundcommunications.com | 909.567.7391

Why Westbound



Why Westbound

Proposition 218 outreach requires a team that understands water and can effectively engage the community throughout the process. Westbound brings the experience, local knowledge and outreach expertise necessary to help the City of Coachella successfully educate residents and businesses about proposed water and wastewater rate adjustments.

Our Role

- Provide tools to demonstrate how individual customers would be impacted
- Educate residents and business owners about the proposed water and sewer rate adjustments
- Offer the public opportunities to ask questions and be involved in the process
- Help customers understand why rate adjustments are proposed

Water and Proposition 218 Expertise

Westbound has extensive experience supporting water agencies and infrastructure programs throughout Southern California. Our team has developed communications programs for agencies including Eastern Municipal Water District, Western Municipal Water District, Monte Vista Water District, Mojave River Watershed Group, West Valley Water District, Mesa Water District, and Central Basin Municipal Water District helping communicate topics ranging from water reliability and conservation to infrastructure investments and regulatory requirements.

Supporting this experience is Proposition 218 specialist Jon Barilone, who has assisted cities and water agencies with rate adjustment outreach efforts, including public education campaigns, community meeting facilitation, presentation development and stakeholder communications. Together, our team understands both the technical nature of water and wastewater rate discussions and the importance of helping residents understand how proposed changes would affect them.

Coachella Valley Knowledge

Westbound understands the Coachella Valley because we have worked here. Our experience includes regional initiatives such as the Riverside County Registrar of Voters, CV Link and CV Rail, along with previous communications programs supporting businesses and organizations throughout the Valley. This familiarity provides immediate insight into local audiences, stakeholders and community priorities, allowing our team to begin work quickly and effectively.



Bilingual Community Engagement

Meaningful outreach requires meeting residents where they are. Led by Robert Chevez and supported by Victor Torres and Maria Torres, our team brings extensive experience delivering bilingual communications programs and community outreach efforts throughout Southern California. We understand how to make technical information accessible and relevant to diverse audiences.

A Team Ready to Go

The City will have direct access to a senior-level team led by Carrie Gilbreth and supported by experienced public engagement professionals with expertise in water communications, Proposition 218 outreach and community engagement. Our team is prepared to immediately integrate with City staff and begin implementation of the outreach program.

Westbound's is ready to help the City provide residents with accurate information and support a transparent public process from start to finish.

Our Team

Westbound has assembled a team with direct experience in water communications, Proposition 218 outreach, bilingual community engagement and public education. Together, our team will work closely with City staff to ensure residents have access to clear information throughout the rate adjustment process.



Carrie Gilbreth
Senior Strategist | Project Director

Carrie Gilbreth will serve as the project's senior strategist, providing executive oversight, strategic communications counsel and overall quality assurance throughout the Proposition 218 process. As Chief Executive Officer of Westbound Communications, Carrie has advised cities, water agencies, transportation organizations and special districts throughout California on public information programs, community engagement initiatives and complex communications challenges.

Carrie brings extensive experience supporting water-related communications efforts, including public education programs focused on infrastructure, conservation, water reliability and long-term investment planning. She also brings direct familiarity with the Coachella Valley through communications initiatives including CV Link and CV Rail, providing an understanding of the region's communities, stakeholders and communications landscape.

Throughout the project, Carrie will work closely with City staff to ensure outreach efforts remain clear, responsive and focused on helping residents understand the proposal and the information available to them throughout the process.



Jon Barilone
Project Manager | Proposition 218 Specialist

Jon Barilone is a public relations and strategic communications professional with nearly 20 years of experience supporting local government agencies. He has specialized in digital communications, public education and community engagement efforts for more than 100 California public agencies.

Jon brings direct Proposition 218 experience supporting water agencies and cities with rate adjustment outreach efforts, including work for the Del Paso Manor Water District and the cities of Oxnard, Hawaiian Gardens, American Canyon and Hercules. His experience includes public education campaigns, community meeting facilitation, presentation development, and stakeholder communications designed to help residents understand complex rate proposals and participate in the public process.

As project manager, Jon will lead day-to-day implementation of the outreach program and serve as the City's primary point of contact throughout the Proposition 218 process.



Robert Chevez
Multicultural Outreach Lead

Robert Chevez will lead bilingual communications and multicultural outreach efforts for the project. A native Spanish speaker and experienced community engagement professional, Robert specializes in helping public agencies connect with diverse audiences through culturally relevant communications and meaningful public engagement.

His experience includes outreach and engagement efforts for CV Link, Riverside County Transportation Commission, Riverside County Registrar of Voters, Eastern Municpal Water District and numerous public infrastructure and community-based initiatives throughout Riverside County. Through this work, Robert has developed strong familiarity with Coachella Valley communities, stakeholder groups and communication channels, along with extensive experience designing outreach programs that reach residents in both English and Spanish.

Robert will oversee bilingual messaging, community outreach and Spanish-language engagement efforts throughout the project.





Victor Torres and Maria Torres
Community Outreach and Digital Engagement

Victor Torres and Maria Torres will support bilingual community outreach, stakeholder engagement and digital communications throughout the project. Together, they bring experience supporting public agencies, water organizations and voter education programs across Riverside and San Bernardino counties.

Their experience includes community outreach and public education efforts for Elsinore Valley Municipal Water District, the Mojave River Watershed Group, Riverside County Registrar of Voters, San Bernardino County Registrar of Voters, OC Streetcar, and more. Through this work, they have engaged bilingual audiences and helped residents access important public information through both in-person and digital channels.

Victor and Maria will assist with community outreach activities, public meeting support, stakeholder communications, social media engagement, and digital resource development throughout the Proposition 218 process.

Project Understanding, Approach and Scope of Services



Project Understanding and Approach

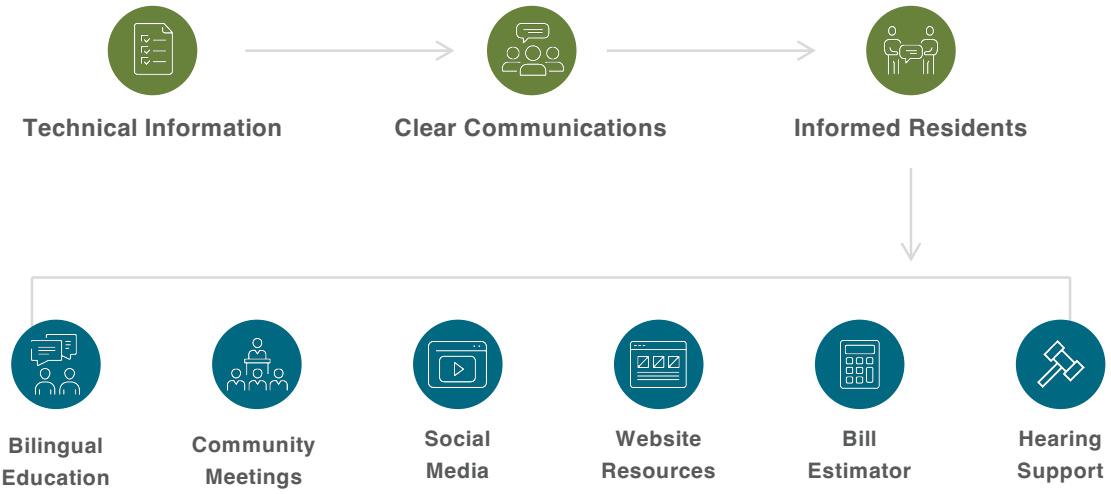
The City of Coachella has already completed significant work to evaluate future water and wastewater system needs and develop proposed rate recommendations. The next phase of the process requires helping residents and businesses understand why rate adjustments are being considered and how proposed changes would affect customers.

> Our approach is simple: translate complex rate information into clear, accessible communications that help residents understand the proposal and participate in the process.

Westbound understands this is an opportunity to provide clear information and build public understanding before the public hearing process begins.

Our approach is centered on making complex information easy to understand. Working closely with City staff, the rate consultant and legal counsel, we will translate technical information into accessible communications that help residents make informed decisions. Throughout the process, our team will focus on transparency and responsiveness across all outreach materials and engagement activities.

Our Role in the Process



The City's outreach goals identify several important priorities, including bilingual education, community engagement, digital resources, social media communications and public meeting support. Our team has direct experience delivering each of these services and will implement an integrated outreach program that provides residents with multiple opportunities to learn about the proposed rates and participate in the conversation.

Success will be measured by the City's ability to provide residents with accurate information, maintain a transparent public process and ensure community members understand both the proposal and the resources available to them throughout the Proposition 218 process.

Scope of Services

Westbound will provide a comprehensive outreach and public education program designed to help residents and businesses understand proposed water and wastewater rate adjustments while supporting the City throughout the Proposition 218 process. Our approach combines community engagement, bilingual communications and digital outreach to ensure residents have access to clear, accurate information.

Focus on Customer Understanding

Every communication developed through this program will help answer the questions residents care about most:

- Why are rate adjustments being proposed?
- How will the proposal affect me?
- Where can I learn more or ask questions?

Proposition 218 Development and Execution

Our role is simple: help the City communicate clearly, ensure residents have access to accurate information, and support a transparent Proposition 218 process from start to finish.


Outreach strategy development


Community outreach materials


Key message development


Stakeholder communications support


Proposition 218 notice support


Public hearing preparation and support


Frequently asked questions development

Educational Materials

Westbound will develop educational materials that explain proposed rate adjustments and direct residents to additional resources. Materials will be designed to simplify technical information and help residents understand what the proposal means for them.

- Fact sheets
- Informational handouts
- Presentation materials
- Meeting displays and graphics
- Community outreach materials
- Conservation education materials

Community Meetings and Public Engagement

Community meetings will be structured to educate first and answer questions throughout the process. We will support the City's community engagement efforts through meeting planning and facilitation with special attention given to accessibility, bilingual participation and creating opportunities for residents to ask questions in a comfortable and welcoming environment.

- Community meeting coordination
- Presentation development
- Meeting facilitation support
- Public question tracking
- Community feedback documentation
- Follow-up communications

Bilingual Communications

Coachella's diverse population requires outreach that is accessible and culturally relevant. Led by Robert Chevez and supported by Victor Torres and Maria Torres, our team will help ensure information is available to residents in both English and Spanish.

- Spanish-language transadaptation coordination
- Bilingual outreach materials
- Spanish-language community engagement support
- Translation review and quality control

Digital Communications

Recognizing that residents seek information through a variety of channels, Westbound will create a centralized digital information hub supported by social media, website resources and interactive tools that make rate information easier to understand.

- Social media strategy and content development
- Social media monitoring
- ConserveCoachella.com rate information page support
- Website content development
- Bill estimator coordination and content
- Digital resource development

Video and Visual Communications

As the Proposition 218 process advances toward the public hearing, Westbound will provide communications support to ensure residents have access to timely and accurate information and understand how to participate in the process.

- Hearing communications support
- Community information updates
- Public inquiry support
- Final outreach coordination

Included Deliverables

- ✓ Outreach Strategy
- ✓ Key Messaging
- ✓ FAQ Development
- ✓ Community Meetings (4)
- ✓ Bilingual Communications
- ✓ Social Media Strategy & Monitoring
- ✓ ConserveCoachella.com Content Support
- ✓ Bill Estimator Support
- ✓ Video Development
- ✓ Public Hearing Support



Thank You

Thank you for the opportunity to submit this proposal. Westbound understands the importance of helping residents and businesses understand proposed water and wastewater rate adjustments while supporting a transparent and accessible Proposition 218 process.

The City has already completed significant work to evaluate future system needs and develop proposed rate recommendations. Westbound is prepared to immediately step into the next phase of the process by helping translate technical information into meaningful community engagement and accessible public education resources.

Why Westbound

- Direct Proposition 218 outreach and education experience supporting cities and water agencies throughout California
- Extensive communications experience with water agencies and infrastructure programs across Southern California
- Deep familiarity with Coachella Valley communities through projects including CV Link and CV Rail
- Dedicated bilingual outreach team with experience engaging diverse audiences throughout the Coachella Valley and Riverside County
- Senior-level strategic oversight combined with experienced day-to-day project management
- Ready to begin immediately and seamlessly integrate with City staff, the rate consultant and legal counsel

Westbound's role is simple: help the City communicate clearly, ensure residents have access to accurate information, and support a transparent public process from start to finish.

We appreciate your consideration and look forward to the opportunity to partner with the City of Coachella on this important effort.

Scope of Work and Cost Proposal Form



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

Scope of Work and Fee Proposal Form

Agency: Coachella Water Authority

Project: Public Outreach & Communications for Proposition 218 Support

Scope of Work:

OUTREACH STRATEGY	DESCRIPTION	ESTIMATED HOURS	COST
Proposition 218 Development and Execution	« Write and design the Proposition 218 Notice of Public Hearing in coordination with staff and legal team « Develop Proposition 218 messaging plan « Draft talking points for staff and elected officials on Proposition 218 notice	40	$7,800
Educational Collateral Development	« Build frequently asked questions list « Develop outreach collateral « Develop conservation resource document	25	$4,875
Community Meeting Facilitation	« Facilitate four community meetings and curate feedback « Develop public presentation materials « Create handouts for the meetings « Develop community meeting presentations « Provide meeting promotion collateral and support	65	$12,675
Spanish Translation	« Translate the Proposition 218 notice into Spanish « Incorporate translation into meeting handouts and all designed documents	10	$1,950
Social Media Strategy	« Develop social media posts to educate residents about the importance and value of water services, how to reduce bills, why rate adjustments are proposed and community meetings « Monitor community pulse on social media « Provide strategy and counsel related to social media response	50	$9.750

Bill Estimator and Website Support	« Create a new "Water Rates" section on the ConserveCoachella.com website providing all educational material related to proposed rate adjustments « Build an accurate bill estimator based on the adopted rate study, allowing residents to see how their bills would be affected if the proposed rates are approved « Design the bill estimator page to include easy-to-follow instructions « Ensure quality assurance and accuracy through a thorough testing process	30	$5,850
Video Development	« Update existing videos highlighting water and sewer services « Produce a new video reflecting key messages and encouraging ratepayer education « Facilitate, film and log footage for video « Write script incorporating message plan, footage and staff input	40	$7,800
Hearing Support	« Work with the rate study consultant, staff and legal counsel to ensure the hearing covers accurate messaging « Assist staff as needed	25	$4,875
Subtotal		285	$55,575
Total Cost (Not to exceed)	*this icludes an additional allotment of $3,000 for direct expenses which can include printing, mileage, etc.	$58,575	

Comments:

*Budget projections are based on a blended rate of $195 per hour.

** This is a projected budget only based on the scope. Once awarded the contract, Westbound will work with the City to finalize the scope and budget.

Firm Name: Westbound Communications Inc.

Authorized Representative: Carrie Gilbreth

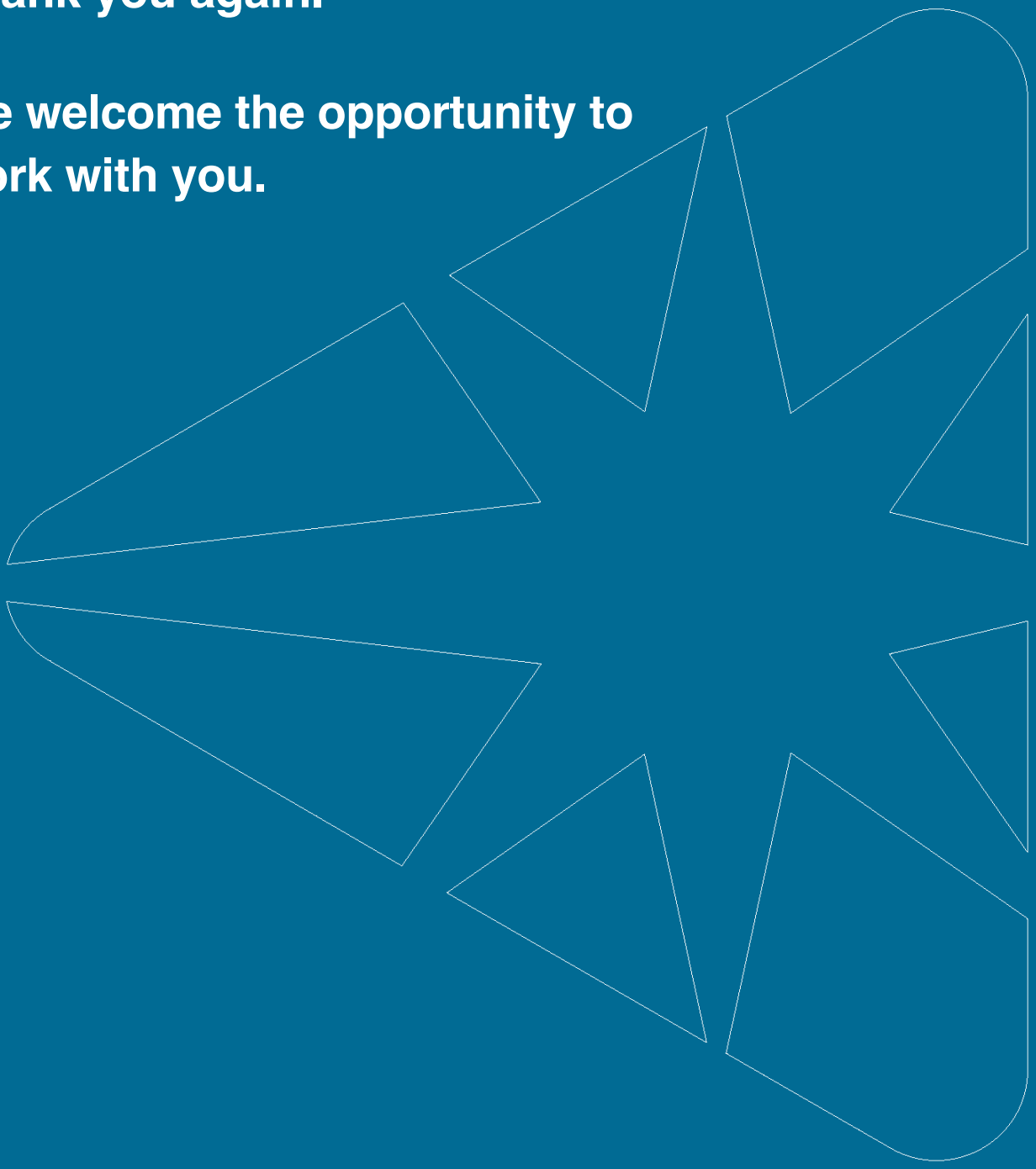
Title: Principal and CEO

Signature: Carrie Gilbreth

Date: 06.26.2025

Thank you again.

We welcome the opportunity to work with you.



Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3606	5/13/2026	48066	US BANK	Sta 4/27/26	4/27/2026	ACC XXXX-XXXX-XXXX-0925,	12,227.56	12,227.56
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		12,227.56

1 checks in this report.

Grand Total All Checks: 12,227.56

Date: **May 13, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125489	7/8/2026	56837	ABC LIOVING DRILLING, I	Ref000260272	6/30/2026	UB Refund Cst #00061094	631.72	631.72
125490	7/8/2026	56839	AMERICAN TOWER CORI	Ref000260274	6/30/2026	UB Refund Cst #00059519 Ove	147.42	147.42
125491	7/8/2026	56818	CANIZALEZ, MARGARITA	Ref000260241	6/30/2026	UB Refund Cst #00027386	8.51	8.51
125492	7/8/2026	56821	CARITAS CORPORATION	Ref000260245	6/30/2026	UB Refund Cst #00060142	299.15	299.15
125493	7/8/2026	56793	HEYBELIAN, HAROUTIOU	Ref000260244	6/30/2026	UB Refund Cst #00059920	42.34	42.34
125494	7/8/2026	56825	MUNOZ, MIGUEL	Ref000260250	6/30/2026	UB Refund Cst #00060776	246.72	246.72
125495	7/8/2026	56774	PULTE GROUP CO LLC	Ref000260246	6/30/2026	UB Refund Cst #00060246	35.95	35.95
125496	7/8/2026	56775	PULTE GROUP CO LLC	Ref000260251	6/30/2026	UB Refund Cst #00060823	34.31	34.31
125497	7/8/2026	56776	PULTE GROUP CO LLC	Ref000260253	6/30/2026	UB Refund Cst #00060825	138.66	138.66
125498	7/8/2026	56822	PULTE GROUP CO LLC	Ref000260247	6/30/2026	UB Refund Cst #00060248	136.48	136.48
125499	7/8/2026	56826	PULTE GROUP CO LLC	Ref000260252	6/30/2026	UB Refund Cst #00060824	92.55	92.55
125500	7/8/2026	56827	PULTE GROUP CO LLC	Ref000260254	6/30/2026	UB Refund Cst #00060826	129.72	129.72
125501	7/8/2026	56828	PULTE GROUP CO, LLC	Ref000260255	6/30/2026	UB Refund Cst #00060831	18.39	18.39
125502	7/8/2026	56838	PULTE GROUP CO, LLC	Ref000260273	6/30/2026	UB Refund Cst #00061159	44.87	44.87
125503	7/8/2026	56820	PULTE HOMES	Ref000260243	6/30/2026	UB Refund Cst #00054733	920.46	920.46
125504	7/8/2026	56823	PULTE HOMES	Ref000260248	6/30/2026	UB Refund Cst #00060311	879.00	879.00
125505	7/8/2026	56819	RODRIGUEZ, MARIO	Ref000260242	6/30/2026	UB Refund Cst #00043639	76.88	76.88
125506	7/8/2026	56824	SOUTH WEST PUMP & DI	Ref000260249	6/30/2026	UB Refund Cst #00060409	770.50	770.50
125507	7/8/2026	56796	THE CARITAS CORPORAT	Ref000260256	6/30/2026	UB Refund Cst #00060996	2.07	2.07
125508	7/8/2026	56798	THE CARITAS CORPORAT	Ref000260257	6/30/2026	UB Refund Cst #00060998	78.53	78.53
125509	7/8/2026	56799	THE CARITAS CORPORAT	Ref000260258	6/30/2026	UB Refund Cst #00060999	66.87	66.87
125510	7/8/2026	56800	THE CARITAS CORPORAT	Ref000260259	6/30/2026	UB Refund Cst #00061000	0.41	0.41
125511	7/8/2026	56801	THE CARITAS CORPORAT	Ref000260262	6/30/2026	UB Refund Cst #00061007	63.54	63.54
125512	7/8/2026	56802	THE CARITAS CORPORAT	Ref000260264	6/30/2026	UB Refund Cst #00061010	71.87	71.87
125513	7/8/2026	56804	THE CARITAS CORPORAT	Ref000260269	6/30/2026	UB Refund Cst #00061023	70.20	70.20
125514	7/8/2026	56805	THE CARITAS CORPORAT	Ref000260270	6/30/2026	UB Refund Cst #00061024	66.87	66.87
125515	7/8/2026	56829	THE CARITAS CORPORAT	Ref000260260	6/30/2026	UB Refund Cst #00061004	44.45	44.45
125516	7/8/2026	56830	THE CARITAS CORPORAT	Ref000260261	6/30/2026	UB Refund Cst #00061006	69.73	69.73
125517	7/8/2026	56831	THE CARITAS CORPORAT	Ref000260263	6/30/2026	UB Refund Cst #00061009	71.40	71.40
125518	7/8/2026	56832	THE CARITAS CORPORAT	Ref000260265	6/30/2026	UB Refund Cst #00061012	75.94	75.94
125519	7/8/2026	56833	THE CARITAS CORPORAT	Ref000260266	6/30/2026	UB Refund Cst #00061013	63.23	63.23
125520	7/8/2026	56834	THE CARITAS CORPORAT	Ref000260267	6/30/2026	UB Refund Cst #00061015	64.28	64.28
125521	7/8/2026	56835	THE CARITAS CORPORAT	Ref000260268	6/30/2026	UB Refund Cst #00061022	23.73	23.73
125522	7/8/2026	56836	THE CARITAS CORPORAT	Ref000260271	6/30/2026	UB Refund Cst #00061049	68.82	68.82

Sub total for WELLS FARGO BANK:	5,555.57

34 checks in this report.

Grand Total All Checks: 5,555.57

Date: **July 8, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3607	7/8/2026	54859	AMAZON CAPITAL SERVI(	1HT7-RPDV-ND	6/15/2026	LG GRAM 17" TOUCHSCREEI	1,827.61	
				11HG-316N-FTH	6/22/2026	OFFICEMATE STANDARD STA	19.86	
				1LNH-YWJT-TJ.	6/7/2026	AIR WICK PLUG-IN OIL REFIL	153.38	2,000.85
3608	7/8/2026	49989	ANDREAS LLC	88504	6/19/2026	BUSINESS CARDS: J. MARTIN	135.50	
				88496	6/11/2026	BUSINESS CARDS: G. ROMO	122.89	258.39
3609	7/8/2026	53291	ANGENIOUS ENGINEERIN	19-07B-053	5/31/2026	PE5/31 SR-86/AVE 50 INTERC	41,388.89	
				19-07A-065	5/31/2026	PE5/31 AVE 50 BRIDGE	6,567.00	47,955.89
3611	7/8/2026	45929	BECK OIL, INC.	215913	6/15/2026	PE6/15 ENG DEPT FUEL	119.04	
				215914	6/15/2026	PE6/15 BLDG/PLANNING DEP	313.43	
				215916	6/15/2026	PE6/15 LLMD DEPT FUEL	302.82	
				215920	6/15/2026	PE6/15 STREETS DEPT FUEL	1,136.20	
				215924	6/15/2026	PE6/15 PARKS DEPT FUEL	1,132.77	
				215936	6/15/2026	PE6/15 VEHICLE MAINT DEPT	257.76	
				215937	6/15/2026	PE6/15 SENIOR CNTR FUEL	114.05	
				215944	6/15/2026	PE6/15 CODE ENF DEPT FUE	751.90	
				215961	6/15/2026	PE6/15 BLDG MAINT DEPT FU	405.27	
				215962	6/15/2026	PE6/15 ADMIN DEPT FUEL	66.77	
				215992	6/15/2026	PE6/15 GRAFFITI DEPT FUEL	195.21	
				212368	5/15/2026	PE5/15 ENG DEPT FUEL	117.87	
				212369	5/15/2026	PE5/15 BLDG/PLANNING DEP	229.75	
				212371	5/15/2026	PE5/15 LLMD DEPT FUEL	337.61	
				212375	5/15/2026	PE5/15 STREETS DEPT FUEL	616.62	
				212379	5/15/2026	PE5/15 PARKS DEPT FUEL	940.79	
				212391	5/15/2026	PE5/15 VEHICLE MAINT DEPT	328.48	
				212392	5/15/2026	PE5/15 SENIOR CNTR FUEL	477.06	
				212399	5/15/2026	PE5/15 CODE ENF DEPT FUE	713.83	
				212413	5/15/2026	PE5/15 BLDG MAINT DEPT FU	243.59	
				212414	5/15/2026	PE5/15 ADMIN DEPT FUEL	39.98	
				213613	5/28/2026	DIESEL FUEL	1,920.37	
				213798	5/31/2026	PE5/31 INFO TECH DEPT FUE	88.01	
				213987	5/31/2026	PE5/31 ENG DEPT FUEL	117.86	
				213988	5/31/2026	PE5/31 BLDG/PLANNING DEP	304.30	
				213990	5/31/2026	PE5/31 LLMD DEPT FUEL	213.36	
				213994	5/31/2026	PE5/31 STREETS DEPT FUEL	679.31	

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				213998	5/31/2026	PE5/31 PARKS DEPT FUEL	786.72	
				214011	5/31/2026	PE5/31 VEHICLE MAINT DEPT	219.91	
				214012	5/31/2026	PE5/31 SENIOR CNTR FUEL	239.36	
				214019	5/31/2026	PE5/31 CODE ENF DEPT FUE	564.99	
				214033	5/31/2026	PE5/31 BLDG MAINT DEPT FU	274.46	
				214034	5/31/2026	PE5/31 ADMIN DEPT FUEL	96.95	
				214051	5/31/2026	PE5/31 GRAFFITI DEPT FUEL	210.98	
				213995	5/31/2026	PE5/31 WATER DEPT FUEL	1,946.08	
				214028	5/31/2026	PE5/31 SANITARY DEPT FUEL	1,282.92	
				215921	6/15/2026	PE6/15 WATER DEPT FUEL	1,685.74	
				215956	6/15/2026	PE6/15 SANITARY DEPT FUEL	2,164.53	21,636.65
3612	7/8/2026	43862	BRENNTAG PACIFIC, INC	BPI608280	6/8/2026	CHEMCHLOR SODIUM HYPO	1,692.85	1,692.85
3613	7/8/2026	50977	BRISAS AIR CONDITIONIN	2026-9026	6/5/2026	TRBLSHT/RPR'D A/C @ 51251	175.00	
				2026-9051	6/8/2026	SVC'D A/C UNITS @ 1540 7TH	2,177.01	
				2026-9081	6/5/2026	A/C SVC CALL @ 53990 ENTE	125.00	
				2026-9100	6/11/2026	SVC'D A/C UNITS @ 53990 EN	3,038.52	
				2026-9089	6/9/2026	INSTLL'D HONEYWELL ZONE	20,000.00	25,515.53
3614	7/8/2026	56178	CITIGUARD, INC.	82522	6/4/2026	MAY2026 SECURITY SVCS @	9,639.00	
				82523	6/4/2026	MAY2026 SECURITY SVCS @	4,560.00	
				82524	6/4/2026	MAY2026 SECURITY SVCS @	6,405.00	
				82525	6/4/2026	MAY2026 SECURITY SVCS @	8,418.76	29,022.76
3615	7/8/2026	00749	COUNTY OF RIVERSIDE	SH0000050741	6/16/2026	4/30-5/27 LAW ENFORCEMEN	991,914.86	
				SH0000050714	6/10/2026	4/16-29 TOBACCO GRANT SV	708.85	
				SH0000050715	6/10/2026	4/30-5/13 TOBACCO GRANT S	7,249.90	
				SH0000050716	6/10/2026	5/14-27 TOBACCO GRANT SV	1,597.40	
				SH0000050733	6/15/2026	5/28-6/10 TOBACCO GRANT S	10,064.26	1,011,535.27
3616	7/8/2026	44036	DE LAGE LANDEN PUBLIC	597574889	6/21/2026	ACC #4209609, COLOR COPIE	392.10	
				597584844	6/21/2026	ACC #4412793, COLOR COPIE	537.24	929.34
3617	7/8/2026	43672	DESERT VALLEY SERVICI	704255	6/2/2026	NITRILE GLOVES, LINER, URI	834.70	
				703296	5/20/2026	NITRILE GLOVES	117.45	
				704718	6/8/2026	S/O COG CLNR ACID BATH &	195.10	
				704719	6/8/2026	BAG VACUUM WINDSOR/SEE	30.41	1,177.66
3618	7/8/2026	56817	EMPLOYMENT RISK MAN	PER-00155-3Q2	4/15/2026	JAN-MAR2026 DOLLAR ONE F	2,325.00	
				PER-00155-2Q2	1/19/2026	OCT-DEC2025 DOLLAR ONE I	7,810.24	10,135.24
3619	7/8/2026	53799	ENTERPRISE FM TRUST	FBN5662538	6/3/2026	JUNE2026 LEASE CHRGS (FC	49,854.01	49,854.01

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3620	7/8/2026	44713	FARMER BROTHERS CO.	95679712	6/8/2026	COFFEE, CREAMER, STIR ST	879.20	
				95679746	6/12/2026	COFFEE, CREAMER, SWEETI	933.46	1,812.66
3621	7/8/2026	00207	GRAINGER INC	9946134807	6/9/2026	ELECTROLYTE DRINK MIX, E	395.46	
				9935635459	6/2/2026	MESH SAFETY VEST, DISPOS	972.89	
				9935814450	6/2/2026	STRAINER ASSEMBLY	326.22	
				9935843939	6/2/2026	SPARE PARTS KIT	736.17	
				9935843947	6/2/2026	1/2IN TUBE INJECTION VALVE	623.07	3,053.81
3622	7/8/2026	51892	HERC RENTALS, INC.	35831919-010	5/30/2026	4/30-5/30 BACKHOE RNTL	2,420.31	2,420.31
3623	7/8/2026	00996	HOME DEPOT	2014891	6/3/2026	16QT STORAGE BOX, 20" FLC	362.02	
				8014202	5/28/2026	AUTO ENAMEL GLOSS BLK, E	42.24	404.26
3624	7/8/2026	54791	HYDROPRO SOLUTIONS,	IN0004747	3/27/2026	MAY2026/27 HARMONY MOBI	35,522.34	35,522.34
3625	7/8/2026	51559	MORIN, JR, HECTOR	PD 7/12-15	6/10/2026	PD 7/12-15, IMSA FORUM & E	255.00	255.00
3626	7/8/2026	56340	NEWGEN STRATEGIES AI	24122	5/31/2026	PE5/31 WATER & WASTEWAT	575.00	575.00
3627	7/8/2026	01882	NORTHERN TOOL & EQU	20260520	5/20/2026	COLLECTION FEE	29.68	29.68
3628	7/8/2026	49479	POLYDYNE INC.	2027556	5/11/2026	CLARIFLOC WE-1238	4,634.06	4,634.06
3629	7/8/2026	55817	VESTIS SERVICES, LLC	APR2026 SAN	4/30/2026	PE4/30, CUST #792282347, UI	1,690.05	
				APR2026 WTR	4/30/2026	PE4/30, CUST #792282345, UI	1,885.44	
				MAY2026	5/31/2026	PE5/31, CUST #792282344/45,	2,521.99	
				MAY2026 CC	5/31/2026	PE5/31, CUST #792567364, M/	1,144.23	
				MAY2026 GRFT	5/31/2026	PE5/31, CUST #6136434, UNIF	157.24	7,398.95
3630	7/8/2026	50629	VINTAGE ASSOCIATES, IN	240832	4/30/2026	RPLC'D VALVE @ SHADY LN	195.00	195.00
3631	7/8/2026	48364	WEST COAST TURF	INV232275	6/2/2026	BANDERA SOD	1,827.00	
				INV232993	6/3/2026	BANDERA SOD	1,522.50	
				INV233191	6/4/2026	BANDERA SOD	3,045.00	
				INV234124	6/9/2026	BANDERA SOD	3,262.50	9,657.00
3632	7/8/2026	54433	WEX BANK	113319548	6/23/2026	ACC 0496-00-726338-7, 5/24-6	2,468.91	2,468.91

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 1,270,141.42

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125523	7/8/2026	56816	A.H.D. LIMITED PARTNER	Refund	6/24/2026	PROPERTY TAX OVERPAYME	8,973.28	8,973.28
125524	7/8/2026	02137	AGGREGATE PRODUCTS	61943	5/26/2026	ACCM-9.5MM (3/8") STATE CC	10,380.67	10,380.67
125525	7/8/2026	46835	AIR AND HOSE SOURCE,	3-13221	5/11/2026	BLUE DISCHARGE HOSE, 4" (	805.84	
				3-13251	5/12/2026	BLUE DISCHARGE HOSE	362.14	1,167.98
125526	7/8/2026	49813	ALARCON, ALEXANDER	PD 7/12-15	6/10/2026	PD 7/12-15, IMSA FORUM & E.	255.00	255.00
125527	7/8/2026	55541	ALL DOOR TECH	3897	6/15/2026	6/11 SVC'D DOOR/RPLC'D DO	941.35	
				3898	6/15/2026	6/11 DOOR ERROR CODE SV(	425.00	
				3899	6/15/2026	811 LIFTMASTER TRANSMITT	293.63	1,659.98
125528	7/8/2026	48669	AUTOZONE	05552172931	5/19/2026	STP OIL FILTER, DORMAN OI	39.64	
				05552173097	5/19/2026	SHELL ROTELLA T4 10W-30 D	96.94	
				05552174815	5/20/2026	STP CABIN AIR FILTER	16.38	
				05552175704	5/20/2026	DURALAST BATTERY	393.05	
				05552188714	5/26/2026	DURALAST PLATINUM BATTE	222.75	
				05552188711	5/26/2026	DURALAST PLATINUM BATTE	222.75	
				05552190064	5/27/2026	DURALAST CONTROL ARM &	230.50	
				05552205181	6/3/2026	AC INSTALL KIT	425.20	
				05552205835	6/3/2026	DORMAN STEERING SHIFT T	48.06	
				05552219220	6/10/2026	STP CABIN AIR FILTER	17.30	
				05552222042	6/11/2026	DURALAST GOLD BATTERY	181.43	1,894.00
125529	7/8/2026	56195	BAJA BOYZ TOWING INC	26-03168	5/27/2026	5/26 TOWING: 46155 DILLON	280.00	
				26-03184	6/8/2026	6/3 TOWING: 50081 KENMOR	280.00	560.00
125530	7/8/2026	00836	BIO-TOX LABORATORIES	49038	5/25/2026	4/6+21 LAB SERVICES	572.00	
				49039	5/25/2026	4/6+21+22 LAB SERVICES	1,780.00	
				49084	5/25/2026	4/21 LAB SERVICES	605.00	2,957.00
125531	7/8/2026	54517	BLACK KNIGHT TECHNOL	997558614208B	6/18/2026	MAY2026 SITXPRO SBSCRPT	250.00	250.00
125532	7/8/2026	44494	BURRTEC WASTE & REC	N145018435	5/31/2026	CUST #140034626, 53462 ENT	1,460.06	1,460.06
125533	7/8/2026	44494	BURRTEC WASTE & REC	N1215125764	6/1/2026	CUST #120107154, 85075 AVE	95.38	95.38
125534	7/8/2026	53426	CELL BUSINESS EQUIPMI	597635309	6/21/2026	ACC 1338330, 6/15-7/14, SHAI	610.58	610.58
125535	7/8/2026	07950	CITY OF COACHELLA	May 2026	5/31/2026	MAY2026 WATER- ST, PARKS	58,074.81	
				May 2026-LLD's	5/31/2026	MAY2026 WATER- LLD'S	24,315.28	82,390.09

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125536	7/8/2026	53220	COACHELLA ACE HARDW	10617/1	5/28/2026	SAFETY GLS PERFORMANCE	9.48	
				10627/1	5/29/2026	HTH POOL FILTR SAND 50LB	50.00	
				10630/1	6/1/2026	BIG JOB KITCHEN BRUSH, ET	15.20	
				10650/1	6/5/2026	RAID WASP & HORNET	10.86	
				10658/1	6/9/2026	BOLT U SQ	17.38	
				10661/1	6/9/2026	MAG TORPEDO LVL, ETC	35.86	
				10584/1	5/20/2026	CULTIVATOR WOOD ACE 4T,	53.26	
				10589/1	5/20/2026	PP 80 HAND PRUNER	66.32	
				10604/1	5/24/2026	DUR BATT PHOTO CR2 2PK	17.39	
				10616/1	5/28/2026	CM WRENCH 3PC ADJ SET	36.96	
				10657/1	6/9/2026	CLN VINEGAR EUCLYP, BATT	105.75	
				10685/1	6/17/2026	WHEELIE COOL 38QT	208.76	
				10669/1	6/11/2026	DISINFECTANT ODOBAN GAL	30.43	657.65
125537	7/8/2026	48015	COMPLETE PAPERLESS S	4867	5/29/2026	6/29/26-27 LASERFICHE SOF	7,032.84	7,032.84
125538	7/8/2026	44959	COMPUTER CONSULTAN	41444	6/20/2026	5/26 INSTLL'D AD SYNC & SE	125.00	125.00
125539	7/8/2026	56784	CONNOISSEUR MEDIA H(	4418354-2	6/7/2026	6/1-5 AD SPOT: OPERATION S	440.00	440.00
125540	7/8/2026	54137	CONSERVE LANDCARE L	617871	5/31/2026	RPR'D VALVE @ DIST 30	282.58	282.58
125541	7/8/2026	56814	CONTRERAS, VIRIDIANA	Refund	6/22/2026	DEPOSIT REFUND- 6/18 BGD	100.00	100.00
125542	7/8/2026	01984	CORA CONSTRUCTORS I	5	5/31/2026	PE5/31 HEADWORKS SCREE	17,100.00	17,100.00
125543	7/8/2026	00682	CORONA CLAY COMPANY	17740	5/29/2026	ANGEL MIX FOB	12,440.00	12,440.00
125544	7/8/2026	56812	COUNTY OF RIVERSIDE	PE 12/31/26	6/10/2026	PERMIT #M21357, EVSE, 150(	148.20	
				PE 12/31/26	6/10/2026	PERMIT #M21356, EVSE, 151	176.40	324.60
125545	7/8/2026	09650	CVAG	IN-CVAG-26-057	5/31/2026	PE4/30 ATP- ARTS & MUSIC L	175.97	
				IN-CVAG-26-058	7/1/2025	FY25/26 CV HOUSING FIRST	62,500.00	62,675.97
125546	7/8/2026	02115	CWEA	RH-6/30/26	6/8/2026	6/30 CERT RNWL CSM4+ECI (	243.00	243.00
125547	7/8/2026	44718	DAMARA'S FLOWERS	17349	5/9/2026	SPRAY ARRANGEMENT- JOS	130.00	
				17370	6/4/2026	SPRAY ARRANGEMENT- TER	130.00	
				17374	6/8/2026	SPRAY ARRANGEMENT- MAR	130.00	390.00
125548	7/8/2026	01848	DAVE BANG ASSOCIATES	CA61027	6/19/2026	PAYMENT AND PERFORMAN(	11,676.02	11,676.02
125549	7/8/2026	01089	DESERT ELECTRIC SUPF	S130432389.001	5/18/2026	DIRECT DRIVE HID LED W/ P(	147.88	
				S130537234.001	6/2/2026	RAB MP19B 19-IN BLK MIGHT	407.23	
				S130537342.001	6/2/2026	CIRCUIT BREAKER FINDER K	126.69	681.80
125550	7/8/2026	13300	DESERT FIRE EXTINGUIS	12504252	5/28/2026	DRY CHEM ANNUAL MAINT @	875.80	875.80

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125551	7/8/2026	53007	DESERT PROMOTIONAL	110796	4/23/2026	SHIRTS W/ EMBROIDERY	65.55	
				111303	5/20/2026	POLOS+SHIRTS W/ EMBROIL	1,492.36	
				111540	6/4/2026	POLO W/ EMBROIDERY	30.59	
				111590	6/8/2026	SHIRT W/ EMBROIDERY	32.78	
				111751	6/17/2026	POLOS+SHIRTS+JACKET W/	245.81	
				111803	6/22/2026	POLOS+SHIRTS+JACKET W/	180.26	
				111848	6/24/2026	CARDIGANS+POLOS+SHIRTS	2,441.74	4,489.09
125552	7/8/2026	13700	DEWEY PEST CONTROL	18130814	6/1/2026	AC1281215, JUNE2026, SIERF	301.00	
				18078348	5/1/2026	AC2110018, ONE TIME SVC, 1	370.00	
				18110285	6/1/2026	AC103361, JUNE2026, 1540 7	80.00	
				18113667	6/1/2026	AC2010194, JUNE-AUG2026, /	156.00	
				18113674	6/1/2026	AC1450610, JUNE2026, DE OF	160.00	
				18118897	6/1/2026	AC2012540, JUNE2026, 51301	1,200.00	
				18118898	6/1/2026	AC2012536, JUNE2026, 48400	1,200.00	
				18130816	6/1/2026	AC1281218, JUNE2026, 51251	900.00	4,367.00
125553	7/8/2026	50645	DURAN'S LOCK & KEY	07354	6/8/2026	REKEYED CYLINDERS (BOAF	85.00	85.00
125554	7/8/2026	51601	ESTRADA, CASTULO	Trvl Expns 5/19-2	6/9/2026	TRVL EXPNS 5/19-20: SACRA	368.33	368.33
125555	7/8/2026	56813	ESTRADA, ROSEMARY	Refund	6/22/2026	DEPOSIT REFUND- 6/20 BGD	100.00	100.00
125556	7/8/2026	48977	EVERON, LLC	161045803	5/29/2026	LABOR/TRIP CHRG @ 87075 /	374.00	
				161054389	6/1/2026	LABOR CHRG @ 1515 6TH ST	250.00	624.00
125557	7/8/2026	51141	FENCEWORKS RENTAL S	148447	6/10/2026	6/1-7/15 INSTLLTN+FENCE RI	5,010.58	
				148448	6/10/2026	6/2-7/15 INSTLLTN+FENCE RI	4,789.54	9,800.12
125558	7/8/2026	01864	HAAKER EQUIPMENT CO	INV38180	5/28/2026	360 INSPCTN & CHASSIS/BOI	4,941.30	
				INV38185	5/28/2026	RPLC'D RDB BELT, HOSE, RC	18,426.05	
				INV38149	5/28/2026	6" RED GASKET, QUICK CLAI	858.91	24,226.26
125559	7/8/2026	56701	HERITAGE LANDSCAPE S	0026746627-001	5/7/2026	IPS PVC CEMENT, IPS PVC P	112.58	
				0026815825-001	5/11/2026	NDS SEWER & DRAIN END C/	74.25	
				0027092869-001	5/21/2026	SAFETY VEST, WHITE MARKI	212.70	
				0027074859-001	5/28/2026	HUNTER I-40 ULTRA 6" FC RC	1,128.69	
				0027175562-001	5/26/2026	SCH80 PVC MALE ADAPTER	55.49	
				0027251882-001	5/28/2026	RED AND ORANGE MARKING	43.47	
				0027348199-001	6/2/2026	50LB TURF AMS	429.98	
				0027438121-001	6/4/2026	AQUALINE QUICK COUPLER	140.73	
				0027590117-001	6/10/2026	GT WSG BERM POSTCARD C	217.93	2,415.82

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125560	7/8/2026	20150	HYDRO AG SYSTEMS	39921	5/7/2026	PVC CAP 6 S SCH40	44.95	
				40020	5/12/2026	PVC COUPLING 6 SS SCH40	43.56	
				40023	5/12/2026	PVC TEE 6 SSS SCH40, ETC	237.10	
				40529	6/3/2026	60 PSI LIQUID GAUGE FTB	28.36	353.97
125561	7/8/2026	20450	IMPERIAL IRRIGATION DI	50929977-MY/JI	6/16/2026	AC50929977, 5/14-6/12, WELL	23.15	
				MdMY-MdJN	6/16/2026	MID MAY-MID JUNE 2026 ELE	68,189.95	68,213.10
125562	7/8/2026	02301	INDIO COLLISION	51070	6/8/2026	COLLISION REPAIR ON 2025 I	11,137.42	11,137.42
125563	7/8/2026	53151	KLOB-FM	836503-1	5/31/2026	5/31 AD SPOT: OPERATION S	60.00	60.00
125564	7/8/2026	48293	KOA CORPORATION	JB92071-55	5/15/2026	PE5/4 AVE 50 IMPROVEMENT	877.50	877.50
125565	7/8/2026	44767	KUNA FM	768625-2	6/7/2026	6/1-5 AD SPOT: OPERATION S	425.00	425.00
125566	7/8/2026	45051	LAMAR OF PALM SPRING	118308210	6/8/2026	6/8-7/5 POSTER ADVERTISIN(	870.00	
				118308212	6/8/2026	6/8-7/5 POSTER ADVERTISIN(	1,300.00	2,170.00
125567	7/8/2026	53626	LARA, JANETH	PD 7/14-17	6/24/2026	PD 7/14-17, CPRS PLYGRND S	270.00	270.00
125568	7/8/2026	54623	LIFT TO RISE	Refund	6/16/2026	DEPOSIT REFUND- 6/1+11 LIE	300.00	300.00
125569	7/8/2026	54362	LINDE GAS & EQUIPMEN	56803226	5/21/2026	4/20-5/20 IND HIGH PRESSUR	48.70	48.70
125570	7/8/2026	24600	LOPES HARDWARE	0002364	6/1/2026	PADLOCKS, 18FT CHAIN, CLA	464.22	
				0002387	5/28/2026	DRAIN OPENER	11.95	
				0002411	6/11/2026	KEYS, TAGS, ETC	9.78	
				0002122	5/26/2026	WASP SPRAY, 50FT HOSE, E	332.26	
				0002192	6/2/2026	GLOVES, 3210 MASTERLOCK	224.86	1,043.07
125571	7/8/2026	56811	MADERA, LORENA	Refund	6/16/2026	DEPOSIT REFUND- 6/13 LIBR	300.00	300.00
125572	7/8/2026	49857	MANPOWER US INC.	40125487	5/24/2026	WE 5/10+24: BELTRAN+IBARF	5,846.72	
				40140257	5/31/2026	WE 5/31: BELTRAN+IBARRA F	3,859.18	
				40154018	6/7/2026	WE 6/7: ACOSTA+BELTRAN+I	4,750.46	
				40113741	5/17/2026	WE 5/17: J. RIOS	1,461.68	
				40141094	5/31/2026	WE 5/24+31: RIOS+WHIDBEE	2,843.14	18,761.18
125573	7/8/2026	55020	MARTIN MARIETTA MATE	49282014	5/18/2026	1/2" MM TY A PG70-10	331.79	
				49418056	5/31/2026	TACK 5GAL BUCKET	161.63	
				49418057	5/31/2026	1/2" MM TY A PG70-10	376.14	869.56
125574	7/8/2026	48292	MOST DEPENDABLE FOU	INV89510	5/26/2026	VB3 ADJUSTABLE KIT	1,056.60	1,056.60
125575	7/8/2026	53105	NATIONAL MAIN STREET	CAMS26	3/19/2026	2026 CA MAIN ST MBRSHP	1,675.00	1,675.00
125576	7/8/2026	53050	OCHOA, JOSE	Refund	6/16/2026	DEPOSIT REFUND- 6/6 DATEI	300.00	300.00
125577	7/8/2026	52650	PALMS TO PINES PRINTI	0608COCSNSC-	6/22/2026	TROPICAL SPF 30 SUNSCREI	1,018.68	1,018.68

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125578	7/8/2026	02028	PETE'S ROAD SERVICE, I	26-0918949-00	5/13/2026	FLAT REPAIR	40.61	
				26-0919099-00	5/13/2026	FLAT REPAIR	40.61	
				26-0920134-00	5/20/2026	FLAT REPAIR	40.61	
				26-0921586-00	5/26/2026	FLAT REPAIR	61.23	
				26-0922291-00	5/29/2026	ALIGNMENT SVC	129.00	312.06
125579	7/8/2026	52596	PLANIT PRINT WORKS	947656	6/5/2026	BID SETS- AVE 53 TOT LOT R	2,120.52	2,120.52
125580	7/8/2026	56322	PRIMO BRANDS	06E8700083738	5/28/2026	4/25-5/24 DELIVERY SVCS @	241.50	241.50
125581	7/8/2026	52344	QUADIENT FINANCE USA	CD 6/11/26	6/11/2026	MAY2026 POSTAGE BY PHON	1,000.00	1,000.00
125582	7/8/2026	54500	RELIABLE TRANSLATION:	34042	6/4/2026	6/4 SPECIAL CC MTG SVCS	1,029.00	
				34068	6/5/2026	6/5 SPECIAL CC MTG SVCS	1,029.00	
				34077	6/8/2026	6/8 DOCUMENT TRANSLATIO	223.20	
				34177	6/17/2026	6/17 PLANNING COMM MTG S	392.00	2,673.20
125583	7/8/2026	48608	REYES COCA-COLA BOTT	52665984017	6/3/2026	SOFT DRINKS & BOTTLED W.	758.18	758.18
125584	7/8/2026	11080	RIVERSIDE COUNTY REC	PE 5/29/26	5/29/2026	MAY2026 RECORDINGS	3,243.75	3,243.75
125585	7/8/2026	51785	RMC WATER AND ENVIR(	28113	2/11/2026	PE1/31 AMEZCUA/SHADY LN	2,235.50	
				263758	5/29/2026	PE4/25 ONGOING FUNDING S	8,231.25	10,466.75
125586	7/8/2026	44161	ROBERT HALF	66343997	6/23/2026	WE 6/19: C. STAVISKI	1,605.30	
				66321069	6/16/2026	WE 6/12: C. STAVISKI	1,605.30	
				66331436	6/17/2026	WE 6/12: Y. HERNANDEZ	1,975.18	
				66331711	6/17/2026	WE 6/12: G. RIVERA	1,736.40	6,922.18
125587	7/8/2026	53592	RODRIGUEZ, EFRAIN	Edu Reimb	6/23/2026	FY25/26 EDUCATION REIMBU	889.80	889.80
125588	7/8/2026	52991	S & D CAR WASH MANAG	ARB265887	5/31/2026	MAY2026 CAR WASH SERVIC	391.44	391.44
125589	7/8/2026	56534	S.R. BRAY LLC	328333P0526	5/20/2026	4/23-5/20 METER RNTL @ WE	100.00	100.00
125590	7/8/2026	55326	SILLERS INSTITUTE INC.	05272026	5/27/2026	CLASS B DRIVER TRAINING:	4,500.00	4,500.00
125591	7/8/2026	35430	SOUTH COAST A.Q.M.D.	4724370	5/1/2026	ID 178962, FY25/26 AQMD FEI	172.49	
				4724369	5/1/2026	ID 178961, FY25/26 AQMD FEI	172.49	344.98
125592	7/8/2026	00102	SUNLINE TRANSIT AGEN(	INV09763	4/30/2026	APR2026 CNG FUEL	460.63	
				INV09869	6/11/2026	MAY2026 CNG FUEL	614.83	1,075.46

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125593	7/8/2026	48152	TKE ENGINEERING, INC.	2026-608	6/10/2026	PE4/30 SVCS, ENCANTO- TR/	5,475.14	
				2026-609	6/10/2026	PE4/30 SVCS, MARIPOSA POI	787.50	
				2026-611	6/10/2026	PE4/30 SVCS, CVHC VILLA VE	254.00	
				2026-612	6/10/2026	PE4/30 SVCS, TTM 39348- AN	630.00	
				2026-613	6/10/2026	PE4/30 SVCS, 6TH ST SENIOI	1,027.50	
				2026-614	6/10/2026	PE4/30 SVCS, 37040 OZARA	385.00	
				2026-743	6/17/2026	PE5/31 SVCS, ENCANTO- TR/	8,615.14	
				2026-744	6/17/2026	PE5/31 SVCS, CVHC VILLA VE	435.00	
				2026-745	6/17/2026	PE5/31 SVCS, 6TH ST SENIOI	3,086.63	
				2026-747	6/17/2026	PE5/31 SVCS, SFR @ 83438 S	315.00	
				2026-746	6/17/2026	PE5/31 SVCS, PLACITA DOLO	2,571.50	23,582.41
125594	7/8/2026	51093	T-MOBILE USA, INC.	L2606050259	6/5/2026	6/4-7/3 RECURRING PINGS	115.00	115.00
125595	7/8/2026	50627	TOP SCALE, INC.	69526	4/28/2026	4/27 THERMOMETER CALIBR	314.37	314.37
125596	7/8/2026	38250	TOPS N BARRICADES	1120166	5/29/2026	30" MERGE RT SYM Y/B HI, E	120.71	120.71
125597	7/8/2026	52204	TPX COMMUNICATIONS	191005182-0	6/16/2026	ACC 33325, 6/16-7/15	342.99	342.99
125598	7/8/2026	45053	TYLER TECHNOLOGIES, I	045-567624	6/10/2026	6/2+3 ADDL IMP-R AND PM	3,200.00	3,200.00
125599	7/8/2026	38800	UNDERGROUND SERVICI	25-263867	6/1/2026	CA STATE FEE FOR REGULAT	68.57	
				520260137	6/1/2026	MAY2026- 53 NEW TICKETS+I	237.90	306.47
125600	7/8/2026	43751	USA BLUEBOOK	INV01049369	5/18/2026	ECO-FLOAT SWITCH & 30" J-I	660.58	660.58
125601	7/8/2026	56667	USA TODAY MEDIA CORP	0007740090	5/31/2026	MAY2026 PUBLISHED ADS	3,225.74	3,225.74
125602	7/8/2026	39640	VALLEY LOCK & SAFE	B6216513	6/9/2026	CKR-USB CYBER KEYS	1,088.13	1,088.13
125603	7/8/2026	56815	VASQUEZ, VIRIDIANA	Refund	6/22/2026	DEPOSIT REFUND- 6/20 LIBR	300.00	300.00
125604	7/8/2026	55530	VENLO RV	117136	5/14/2026	9.5GAL PROPANE	36.68	
				117143	5/27/2026	11.8GAL PROPANE	45.55	82.23
125605	7/8/2026	55816	VERIZON CONNECT FLEE	632000079506	6/1/2026	MAY2026 VEHICLE TRACKINC	1,462.05	1,462.05
125606	7/8/2026	44966	VERIZON WIRELESS	6144968379	6/1/2026	AC371867190-00001, 5/2-6/1	5,819.27	
				6144968380	6/1/2026	AC371867190-00002, 5/2-6/1	1,205.74	7,025.01
125607	7/8/2026	44775	VISTA PAINT CORPORATI	2026-408113-00	6/2/2026	ACRIGLO SEMIGLOSS D BAS	275.14	275.14
125608	7/8/2026	01732	WAXIE SANITARY SUPPL'	83959617	6/3/2026	WAXIE BATHBRITE RESTROC	119.17	119.17

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125609	7/8/2026	49778	WEST COAST ARBORIST	244476	5/15/2026	5/1-15 TREE MAINT @ DIST 1	5,696.00	
				244477	5/15/2026	5/1-15 TREE MAINT @ DIST 2	3,742.00	
				244553	5/15/2026	5/1-15 TREE MAINT @ DIST 3	5,910.00	
				244626	5/31/2026	5/16-31 TREE MAINT @ DIST	623.00	
				244524-A	5/15/2026	5/1-15 TREE MAINT @ PARKS	6,440.00	
				244525-A	5/15/2026	5/1-15 TREE MAINT @ STREE	12,838.00	
				244618	5/31/2026	5/16-31 TREE MAINT @ DIST	979.00	
				244619	5/31/2026	5/16-31 TREE MAINT @ DIST	2,314.00	
				244624	5/31/2026	5/16-31 TREE MAINT @ PARK	630.00	
				244636-A	5/31/2026	5/16-31 TREE MAINT @ DIST	11,659.00	
				244639	5/31/2026	5/16-31 TREE MAINT @ DIST	4,272.00	
				244644	5/31/2026	5/16-31 TREE MAINT @ DIST	6,223.00	61,326.00
125610	7/8/2026	54464	WHITE CAP, L.P.	50036802546	5/6/2026	18" BOLT CUTTER	97.57	97.57
125611	7/8/2026	56175	YOUTH LEADERSHIP INS	Refund	6/16/2026	DEPOSIT REFUND- 6/11 LIBR	300.00	300.00
125612	7/8/2026	42100	ZUMAR INDUSTRIES INC	11974	6/15/2026	BUMP, LANE TRANSITION, E1	3,268.37	
				57208	6/8/2026	IQ1500 FULL MATRIX, ETC	5,436.42	8,704.79
						Sub total for WELLS FARGO BANK:		530,742.86

115 checks in this report.

Grand Total All Checks: 1,800,884.28

Date: **July 8, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3633	7/8/2026	02320	CALPERS	1000000183308	6/15/2026	#6373819375, JULY2026 HEAL	146,312.71	
				1000000183308	6/15/2026	#6373819375, JULY2026 HEAL	9,341.96	155,654.67
3634	7/8/2026	56271	CHARTER COMMUNICATI	1878702010621	6/21/2026	AC 187870201, 6/28-7/27	1,812.30	1,812.30
3635	7/8/2026	44488	COMCATE	9487	6/10/2026	JUNE2026/27 ADDTNL DIGITA	1,250.00	1,250.00
3636	7/8/2026	51818	GOVERNMENTJOBS.COM	INV-160708	5/29/2026	JL26/27 SBSCRPTN FOR INSI	14,952.22	14,952.22
3637	7/8/2026	09800	PERMA	INV551	7/1/2026	FY2026-27 MEMBER INSURAI	1,838,493.00	
				INV583	7/1/2026	2026-27 Q1 LIABILITY TRUST	27,400.00	1,865,893.00
3638	7/8/2026	00384	WILLDAN FINANCIAL SER	010-66415	6/26/2026	JULY-SEPT2026 ADMIN SVCS	3,710.76	3,710.76
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		2,043,272.95

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125613	7/8/2026	42761	DEPT OF ENVIRONMENT/	IN1086298	6/15/2026	ID #FA0016778, HMBP-LVL I H	1,052.00	
				IN1086909	5/18/2026	ID #FA0025320, HMBP-LVL I H	1,052.00	2,104.00
125614	7/8/2026	48977	EVERON, LLC	161082280	6/3/2026	JULY2026 ALARM/EXT SVC PI	1,541.30	
				161082279	6/3/2026	JL-SP2026 ALARM/EXT SVC F	408.05	
				161082281	6/3/2026	JULY2026 ALARM/EXT SVC PI	41.54	1,990.89
125615	7/8/2026	50595	PACIFIC LIGHTWAVE INC	105941	6/24/2026	JULY2026 INTERNET SVCS	799.00	799.00
125616	7/8/2026	52327	QUADIENT LEASING USA	Q2387742	5/30/2026	JL-SP2026, LSE #N24083160A	1,067.39	
				Q2413731	6/18/2026	JL-OT2026, LSE #N22061758,	723.39	1,790.78
125617	7/8/2026	01310	SCAG	SCAG FY27 003	7/1/2026	FY 2026/27 MEMBERSHIP DU	6,656.00	6,656.00
125618	7/8/2026	55590	STANDARD INSURANCE (	July2026	6/18/2026	JULY2026 LIFE/AD&D/STD/LTI	6,862.73	
				July2026	6/18/2026	JULY2026 LIFE/AD&D PREMIL	785.42	7,648.15
125619	7/8/2026	55590	STANDARD INSURANCE (	July2026	6/18/2026	JULY2026 COBRA PREMIUM #	521.16	
				July2026	6/18/2026	JULY2026 COBRA PREMIUM #	96.44	
				July2026	6/18/2026	JULY2026 COBRA PREMIUM #	16.26	
				July2026	6/18/2026	JULY2026 DENTAL PPO PREM	5,989.72	
				July2026	6/18/2026	JULY2026 VISION PREMIUM #	1,628.12	
				July2026	6/18/2026	JULY2026 DENTAL HMO PREI	1,014.62	9,266.32
125620	7/8/2026	45053	TYLER TECHNOLOGIES, I	CI100-00297330	7/1/2026	AUG2026/27 ERP ANNUAL SA	316,616.02	316,616.02
125621	7/8/2026	55882	VISIT GREATER PALM SP	CI-000791	7/1/2026	FY26/27 Q1 CITY FUNDING	8,750.00	8,750.00
						Sub total for WELLS FARGO BANK:		355,621.16

15 checks in this report.

Grand Total All Checks: 2,398,894.11

Date: **July 8, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Rebekah Shepherd, Management Analyst

SUBJECT: Receive and File the Youth Advisory Commission's Youth Leadership Conference Presentation

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STAFF RECOMMENDATION:

Staff recommends that City Council receive and file the presentation regarding the Youth Advisory Commission's inaugural Youth Leadership Conference held on May 2, 2026.

BACKGROUND:

The City of Coachella Youth Advisory Commission (YAC) was established to provide local youth with an opportunity to actively participate in civic engagement while advising the City Council on issues affecting young people in the community. As part of its mission, the Commission seeks to develop leadership skills, encourage community involvement, and create meaningful opportunities that benefit the Coachella community. The Youth Advisory Commission is also required to complete at least one community project during the term of service.

On May 2, 2026, the Youth Advisory Commission hosted its inaugural Youth Leadership Conference as its annual community project. The conference was developed with the guidance of City staff to assist middle school students as they prepare for the transition into high school by exposing them to educations opportunities, career pathways, leadership development, and community resources available throughout the Coachella Valley.

DISCUSSION/ANALYSIS:

The Youth Leadership Conference marked the first Commission-led event of its kind and represented a significant milestone for the Youth Advisory Commission. Commissioners played an active role throughout the planning and implementation of the conference by helping develop the event concept, supporting outreach and registration efforts, recruiting volunteers, assisting with event logistics, and engaging directly with participating students.

The conference hosted more than 50 attendees, including 26 registered students representing three local middle schools. Participants heard from six professional guest speakers representing a

variety of career fields and had the opportunity to connect with eight community organizations that provided educational, leadership, wellness, and student support resources. In total, all ten Youth Advisory Commissioners and three Honorary Commissioners participated in the event, demonstrating the Commission's commitment to serving the community through youth leadership and civic engagement.

City staff received positive feedback from students, parents, volunteers, and community partners regarding both the quality of the conference and the professionalism demonstrated by the Youth Advisory Commissioners. Community members expressed appreciation for the City's investment in youth leadership and were impressed by the engagement, curiosity, and professionalism displayed by participating students throughout the conference.

Commissioner Isabel Martinez will provide a presentation highlighting the conference, the Commission's role in planning the event, and key outcomes from the inaugural Youth Leadership Conference.

FISCAL IMPACT

While there is no fiscal impact associated with receiving this presentation, costs associated with the Youth Leadership Conference were funded through the City's General Fund.

ATTACHMENT(S):

1. Youth Advisory Commission Project Presentation

Youth Leadership Conference

COACHELLA YOUTH ADVISORY COMMISSION



Item ___

July 8, 2026

Presented by:
Youth Advisory Commissioners -&-
Rebekah Shepherd, Management Analyst

Purpose and Vision of the Conference



- Introduce career pathways
- Build confidence for high school transition and beyond
- Encourage community engagement

Event By the Numbers



26
Students Registered

8
Resource Tables

6
Speakers

3
Middle Schools Represented

15
Volunteers

5
Prizes Awarded

Youth Advisory Impact

Developed the conference concept

Supported outreach and registration efforts



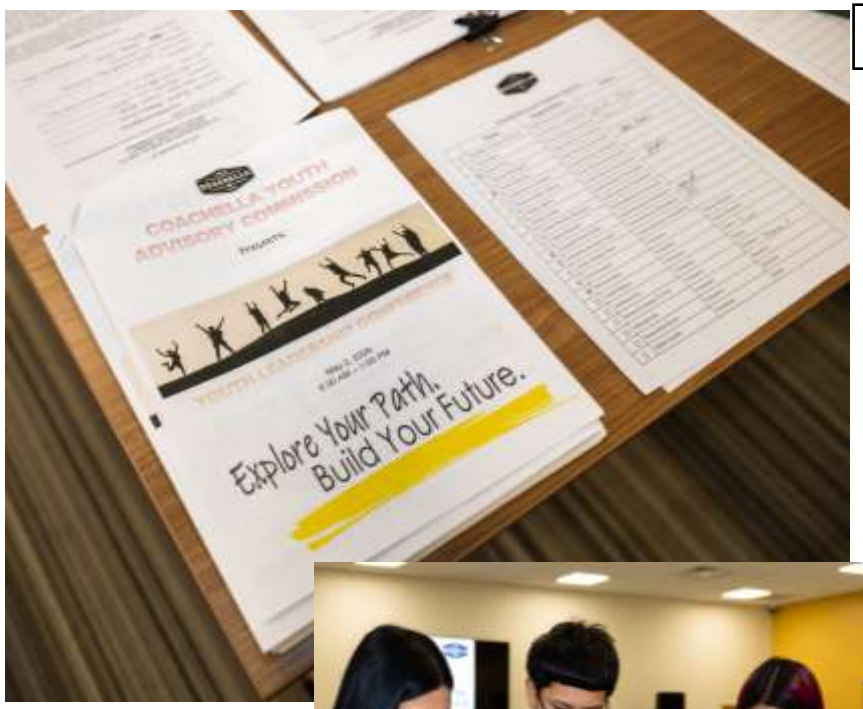
Day-of event support

Volunteer recruitment

Student engagement

Event Overview

08:30	**Sign in & Continental Breakfast**
08:35	Welcome + Opening Remarks
08:40	Remarks from City Council Members
09:00 - 11:45	Keynote Speaker & Speaker Sessions
08:30 - 11:45	Resource Hall
12:30	Lunch
01:00	Conclusion









Event Overview

Welcome + Opening Remarks





Event Overview

Remarks from City Council Members





Event Overview

Keynote Speaker & Speaker Sessions





Chief Deputy Misty Reynolds

Event Overview

Keynote Speaker & Speaker Sessions



Dr. Jose Fernandez



Andrew R. Simmons, P.E.



Edward Rodriguez



Jeff Howard



Maricarmen Aguirre

Event Overview

Keynote Speaker & Speaker Sessions













Event Overview

Resource Hall

















Event Overview

Prizes & Lunch









Event Overview



Thank you!



STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Professional Services Agreement (PSA) with a Contract Option for the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2026-2027

STAFF RECOMMENDATION:

Approve a PSA with the Greater Coachella Valley Chamber of Commerce for fiscal year 2026-2027 with **Option 3** as identified in the body of this staff report.

BACKGROUND:

The City of Coachella has been partnering with the Greater Coachella Valley Chamber of Commerce (Chamber), a private business support organization within the City, to provide professional community support services for many years. The City renews the service agreement annually with the Chamber to commemorate the services the Chamber will provide to the City each fiscal year. These services include supporting the City's economic development efforts by providing business attraction and retention services, community and city events, and further development of Coachella's tourism market.

DISCUSSION:

The proposed budget breakdown for fiscal year 2026-27 provided by the Greater Coachella Valley Chamber of Commerce are outlined below in three options:

OPTION 1

Visitor Center	$20,000
Business Support Services	$6,000
State of the City/Business Awards	$12,500
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$15,000
Coachella Publication (Published Annually)	$10,000
Biannual Job & Education Fair	$0
TOTAL	**$64,000**

OPTION 2

Visitor Center/Business Incubator	$80,000
Business Support Services	$6,000
State of the City/Business Awards	$25,000
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$30,000
Coachella Publication (Published Annually)	$10,000
Biannual Job & Education Fair	$0
TOTAL	**$151,500**

OPTION 3 [this option excludes the Visitor Center and Business Support Services]

State of the City/Business Awards	$12,500
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$15,000
Coachella Publication (Published Annually)	$10,000
Biannual Job & Education Fair	$0
TOTAL	**$38,000**

- **Visitor Center - $20,000 -or- $80,000**
  - **Option 1 (Visitors Center Only): $20,000**
  - **Option 2 (Visitors Center & Business Incubator): $80,000**

    This incubator program is a collaborative effort between the City of Coachella and the Chamber, designed to support early-stage and growing businesses through accessible workspace, guidance, and resources. The Chamber facility will serve a dual purpose, continuing to operate as a visitor center while also functioning as a hub for small business development.

    The lobby will remain open to the public four days a week from 9:00 a.m. to 4:00 p.m., with a one-hour closure for lunch, maintaining its role as a welcoming visitors center and community resource. Behind the lobby, the existing office space will be reconfigured into desk suites that businesses can use as their primary workspace and physical business address. These suites will include access to free Wi-Fi and basic printing services, reducing overhead costs and allowing businesses to focus on growth.

    A key feature of the program will be a rotating resource desk dedicated to partner organizations such as the Small Business Development Center (SBDC), Workforce Development (WFD), and other service providers. These partners will offer hands-on support, including assistance with business planning, financial guidance, and technical support, ensuring that participating businesses are building strong and sustainable foundations. In addition to supporting incubator participants, these partners will also

be available to assist other local businesses and Chamber members, expanding the overall impact of their services across the broader business community.

To further support collaboration and professionalism, the back offices will be converted into a conference room and a smaller meeting room. These shared spaces will be available for businesses to host meetings, presentations, and client engagements, enhancing their ability to operate effectively.

The overall goal of the program is to provide full wraparound services that guide businesses from early development through to readiness for their own brick-and-mortar locations. By combining affordable workspace, expert support, and shared resources, the program aims to foster a strong pipeline of successful local businesses and contribute to the long-term economic vitality of Coachella.

- **Option 3: $0 (this service would be eliminated)**
  This would leave the Visitors Center as is, open 3 days a week 10am-3pm.

- **Business Support Services - $6,000**
  - Support updates to Chamber materials and resources to include Spanish business resources and education.
  - Support Industry Roundtable meetings hosted at the Chamber for local industry and business development.
  - The introduction of business education conducted in Spanish.

- **State of the City/Business Awards - $12,500 or $25,000**
  - **Option 1: $12,500**
  - **Option 2: $25,000**
    All that is within option one, but in addition will handle all stage and AV needs including the stage and awning. The city would still create and provide its pre-recorded video message presentation.
  - **Option 3: $12,500**
    Chamber will organize and manage: Business Expo; ticket sales/sponsors, and business awards as well as table settings and food & beverage within budget.

- **Holiday Parade - $500 (included in Options 1-3)**
  - Provide drivers for dignitary cars.

- **Tacos, Tequila, and Chavelas Festival - $15,000 or $30,000**
  - **Option 1: $15,000**
  - **Option 2: $30,000**
    In addition to the items listed above the chamber will also take on all tenting, AV and Lighting for stage, entertainment as well as overall marketing. The city will still be responsible for fencing and general Public Works items such as road closures.
  - **Option 3: $15,000**
    The chamber will continue to work alongside the city on this event. They will handle getting all food vendors, handling all permits and licensing. They will also coordinate

and secure all judges. Prize money will be given to first and second place of $1,500 and $750. An award will also be given as the people's choice award. Booking the bar and handling all sponsorships for the event.

- **Bi-Annual Business and Education Fair – No Charge**
  - The Greater Coachella Valley Chamber of Commerce is will continue the annual Business and Education Fair in partnership with the City of Coachella to connect local businesses with business resources and higher education opportunities. The only request is to continue to hold the event at the library at no charge.

- **Coachella Publication - $10,000 (1 Annual Publication)**
  - This is recommended to launch as an annual publication like the La Quinta Gem or our new publication in the City of Desert Hot Springs called The Springs Insider. It would be mailed out to all residents and businesses in the City of Coachella. The city would get 10 pages in the publication and could put out pertinent information on public works updates, events, city info and more. Could also be used to required mailer information from the city to save cost such as state recycling information etc. This is a great way to show transparency and keep residents and businesses up to speed on what's going on in the city. This could also be shifted to monthly, quarterly or publish annually.











FISCAL IMPACT:

Depending on the contract option selected, the fiscal impact could fall between $38,000 and $151,500.

STAFF RECOMMENDATION:

Approve a Professional Services Agreement in the amount of $38,000 (Option 3) for the Greater Coachella Valley Chamber of Commerce for fiscal year 2026-2027;

ALTERNATIVE(S):

1. Approve a Professional Services Agreement in the amount of $64,000 (Option 1) for the Greater Coachella Valley Chamber of Commerce for fiscal year 2026-2027;

2. Approve a Professional Services Agreement in the amount of $151,500 (Option 2) for the Greater Coachella Valley Chamber of Commerce for fiscal year 2026-2027;

3. Provide alternative direction.

ATTACHMENT(S):

1. 2026-2027 Professional Services Agreement

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, 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 **THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**, a **CORPORATION**, with its principal place of business at **45149 SMURR STREET, SUITE A, INDIO, CA 92201** ("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 **BUSINESS SUPPORT** 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 **BUSINESS AND SPECIAL EVENT SUPPORT SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **BUSINESS SUPPORT** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" and Exhibit “B” 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.

a. The Chamber shall a. Proactively represent the City of Coachella to potential business and industry which will add to the tax base of the City.

b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center with destination visitors and local residents. The Chamber will provide visitor information

services for the benefit of its residents as well as all business, retail, restaurant, hotel and other related establishments.

c. Establish, coordinate and operate various "Business Services and Events, Tourism and Cultural Activities" including business development, Tourism Events, and Cultural Celebrations as described in Exhibit "A", attached hereto and incorporated herein by this reference. d. Provide quarterly reports to the City Council on economic development and Chamber activities

3.2 Purpose

a. The purpose of this agreement is to enter into a partnership between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for the purpose of undertaking the planning and implementation of economic development, marketing and business development services and providing assistance to retain business and generally strengthen and expand the business climate and economic opportunities in the City of Coachella.

b. The City will provide such assistance and guidance as may be required to support the objective set forth in this Agreement and will provide the funding and in-kind services for the services and activities set forth in this agreement.

c. The Chamber will provide professional and qualified staff and volunteers that will work to disseminate appropriate information to existing and prospective businesses and community members and operate within agreed upon hours.

3.2.1 Term. The term of this Agreement shall be from **JULY 1, 2026** to **JUNE 30, 2027**, 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.

3.3 Compensation.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ **($XX,XXX)** 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.

3.3.2 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.

3.3.3 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.

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

3.4 Responsibilities of Consultant.

3.4.1 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.

3.4.2 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.

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

3.4.4 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: **BRANDON MARLEY, PRESIDENT + CEO**.

3.4.5 City's Representative. The City hereby designates its **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.

3.4.6 Consultant's Representative. Consultant hereby designates **BRANDON MARLEY, PRESIDENT + CEO**, 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.

3.4.7 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.

3.4.8 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.

3.4.9 Period of Performance.

3.4.9.1 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.

3.4.9.2 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.

3.4.9.3 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.

3.4.10 Laws and Regulations; Employee/Labor Certification.

3.4.10.1 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.

3.4.10.2 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.

3.4.10.3 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.

3.4.10.4 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.

3.4.10.5 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.

3.4.10.6 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.

3.4.11 Insurance.

3.4.11.1 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.

3.4.11.2 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.

3.4.11.3 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.

3.4.11.4 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.

3.4.11.5 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.

3.4.11.6 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.

3.4.11.7 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.

3.4.11.8 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.

3.4.11.9 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.

3.4.11.10 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.

3.4.11.11 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.

3.4.11.12 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.

3.5 Labor Code Requirements.

3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 Termination of Agreement.

3.6.1.1 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.

3.6.1.2 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.

3.6.1.3 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.

3.7 Indemnification.

3.7.1 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.

3.7.2 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.

3.8 General Provisions.

3.8.1 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.

3.8.2 Independent Contractors and Subcontracting.

3.8.2.1 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.

3.8.2.2 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.

3.8.3 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: THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE
45149 Smurr Street
Indio, CA 92201
ATTN: Brandon Marley, President + CEO

City: CITY OF COACHELLA
53990 Enterprise Way
Coachella, CA 92236
ATTN: 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.

3.8.4 Ownership of Materials and Confidentiality.

3.8.4.1 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.

3.8.4.2 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.

3.8.4.3 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.

3.8.4.4 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.

3.8.4.5 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.

3.8.4.6 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.

3.8.5 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.

3.8.6 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.

3.8.7 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.

3.8.8 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.

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

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

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

3.8.12 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.

3.8.13 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.

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

3.8.15 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.

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

3.8.17 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.

3.8.18 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.

3.8.19 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.

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

3.8.21 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 THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE

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

Approved By:

_____

GUSTAVO J. ROMO
CITY MANAGER

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

Angela Zepeda
City Clerk

THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE

By: _____

Its: President and CEO

Printed Name: Brandon Marley

EXHIBIT "A"
[Schedule of Services & Scope of Work]

To be determined based on the contract option selected by the City Council

EXHIBIT "B"
[Schedule of Services & Scope of Work]

To be determined based on the contract option selected by the City Council

EXHIBIT "C"
COMPENSATION AND RATES OF SERVICES

OPTION 1

Visitor Center	$20,000
Business Support Services	$6,000
State of the City/Business Awards	$12,500
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$15,000
Coachella Publication	$10,000
Biannual Job & Education Fair	$0
TOTAL	$64,000

OPTION 2

Visitor Center/Business Incubator	$80,000
Business Support Services	$6,000
State of the City/Business Awards	$25,000
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$30,000
Coachella Publication	$10,000
Biannual Job & Education Fair	$0
TOTAL	$151,500

OPTION 3 [this option excludes the Visitor Center and Business Support Services]

State of the City/Business Awards	$12,500
Holiday Parade	$500
Tacos, Tequilas & Chavelas Festival	$15,000
Coachella Publication (Published Annually)	$10,000
Biannual Job & Education Fair	$0
TOTAL	$38,000

*The cost of the Biannual Job & Education Fair is waived for FY 26-27

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo J. Romo, City Manager

PREPARED BY: Lincoln G. Bogard, Finance Director

SUBJECT: Approval of a Three-Year Master Services Agreement with Neumo Group, LLC for Business License Administration and Short-Term Rental Compliance Services, Procured Under the OMNIA Partners Cooperative Purchasing Agreement

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STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute a three-year Master Services Agreement (Contract No. IC-4056) with Neumo Group, LLC ("Neumo") for Business License Administration and Short-Term Rental Compliance services, procured under the OMNIA Partners cooperative purchasing agreement, in substantially the form attached as Exhibit A, for a total not-to-exceed contract amount of $98,527.94 over the three-year Initial Term, plus applicable per-unit and processing fees as further described in the Fiscal Impact section below.

EXECUTIVE SUMMARY:

The City currently contracts with Neumo for sales tax consulting services. To address gaps in the City's Short-Term Rental ("STR") compliance program and the absence of a dedicated Business License administration solution, staff conducted demonstrations with three vendors – Deckard, HdL, and Neumo. Following these demonstrations and subsequent reference checks, staff determined that Neumo was the only vendor able to meet the City's needs for both Business License and Short-Term Rental services. The proposed three-year agreement is offered to the City under the OMNIA Partners cooperative purchasing agreement, with pricing further reduced below the established cooperative rate. Staff recommends Council approval of the agreement with Neumo.

BACKGROUND:

The City has an existing relationship with Neumo, which currently provides the City with sales tax consulting services. The City's current Short-Term Rental ("STR") compliance vendor is Deckard. While Deckard has provided STR services to the City, the vendor has been extremely unresponsive after repeatedly promising delivery of a new client portal, and the City has not

received the upgraded functionality previously committed to by Deckard. In addition, the City does not currently have a dedicated automated solution for Business License administration.

To address these gaps, staff conducted product demonstrations with three vendors capable of providing Business License and/or Short-Term Rental compliance services: Deckard, HdL, and Neumo. As part of this process, staff also performed reference checks on each vendor.

DISCUSSION/ANALYSIS:

The vendor evaluation process found that Deckard does not offer a Business License administration solution, and would therefore only be able to address a portion of the City's needs. Reference checks conducted on HdL revealed that the vendor has been problematic for other agencies, raising concerns about service reliability and performance. Neumo was the only vendor of the three that demonstrated a solution meeting the City's needs for both Business License administration and Short-Term Rental compliance, and offered staff confidence based on the City's existing working relationship with Neumo through its sales tax consulting engagement.

Neumo participates in the OMNIA Partners cooperative purchasing agreement, a national cooperative contract that has been competitively solicited and is available for use by California public agencies, including the City of Coachella, in compliance with applicable competitive procurement requirements. Utilizing this cooperative agreement allows the City to bypass an independent formal solicitation process while still ensuring competitively established pricing and terms. The pricing offered to the City under the proposed agreement is further reduced below the standard OMNIA Partners cooperative rate, providing the City with additional cost savings beyond what is already available through the cooperative contract.

The proposed agreement consists of two Statements of Work: SOW #1, covering Short-Term Rental compliance, monitoring, and a registration/tax collection portal; and SOW #2, covering Business License Administration services, including renewal notifications, payment collection, and license issuance. The agreement has an Initial Term of three years, commencing on the Go-Live Date of July 31, 2026 and ending July 30, 2029, with automatic one-year renewals thereafter absent ninety (90) days' written notice of non-renewal.

STAFF RECOMMENDATION:

1. Approve the Master Services Agreement with Neumo Group, LLC, and authorize the City Manager to execute the agreement utilizing the OMNIA Partners cooperative purchasing agreement.

ALTERNATIVES:

2. Approve the Master Services Agreement with Neumo with modifications to specific terms, and direct staff to return with a revised agreement reflecting those changes.
3. Direct staff to conduct an independent formal solicitation rather than proceed under the OMNIA Partners cooperative agreement, delaying implementation of Business License and Short-Term Rental compliance improvements.

4. Take no action and continue operating without a Business License administration solution and with the current, unresponsive Short-Term Rental vendor, Deckard.

FISCAL IMPACT:

The proposed agreement includes subscription fees for Short-Term Rental compliance services, one-time implementation/setup fees, and per-unit fees for Business License Administration services, as summarized below:

Fee Description	Year 1	Year 2	Year 3
STR Subscription Fee (Code AMD-0028)	$26,215.00	$27,001.45	$27,811.49
STR Setup Fee, one-time (Code AMD-0039)	$2,500.00	–	–
Business License Setup Fee, one-time (Code AMD-0026)	$15,000.00	–	–
Annual Subtotal	**$43,715.00**	**$27,001.45**	**$27,811.49**

The total not-to-exceed cost over the three-year Initial Term, including one-time setup fees, is $98,527.94. In addition, the agreement includes unit-based fees under SOW #2 for Business License Administration: $20.00 per business license notice mailed (Code AMD-0026) and $5.00 per copy of a business license application, both of which will vary with transaction volume and are recoverable, in whole or in part, through business license fees collected from license holders. Unit-based fees are escalated by five percent (5%) annually on the anniversary of the Effective Date. Subscription fees beyond the third year are subject to an automatic 3% annual increase, compounded, as set forth in the agreement. Funding for this agreement is available within the General Fund operating budget, with related Business License and Transient Occupancy Tax/Short-Term Rental revenue offsetting a portion of the ongoing cost of these services.

ATTACHMENT(S):

1. Presentation
2. Contract Request

CITY OF COACHELLA | CITY COUNCIL STAFF REPORT

Business License Administration & Short-Term Rental Compliance Services

Master Services Agreement with Neumo Group, LLC, procured under the OMNIA Partners cooperative purchasing agreement

Prepared by: Lincoln G. Bogard, Finance Director

Contract No. IC-4056

Staff Recommendation

Authorize the City Manager to execute a three-year Master Services Agreement with Neumo Group, LLC for Business License Administration and Short-Term Rental compliance services, procured under the OMNIA Partners cooperative purchasing agreement.



CONTRACT NO.

IC-4056



3-YEAR NOT-TO-EXCEED

$98,527.94



PROCUREMENT VEHICLE

OMNIA Partners Cooperative Agreement

The City already contracts with Neumo for sales tax consulting services. After demonstrations with three vendors, Neumo was the only solution meeting the City's needs for both Business License and Short-Term Rental compliance.

Background

Current State

- City already contracts with Neumo for sales tax consulting services
- Current STR vendor, Deckard, has been extremely unresponsive after promising a new compliance portal
- No dedicated Business License administration solution currently in place

Evaluation Process

1. Staff conducted product demonstrations with three vendors: Deckard, HdL, and Neumo
2. Reference checks were performed on each vendor as part of the evaluation
3. Neumo was identified as the only vendor able to meet the City's needs for both Business License and Short-Term Rental compliance

Vendor Evaluation

Three vendors were demonstrated and reference-checked for Business License and Short-Term Rental compliance services.

Deckard

Current STR vendor

- Does not offer a Business License solution
- Unresponsive on long-promised new STR portal

HdL

Demonstrated, not selected

- Reference checks revealed the vendor is problematic
- Did not provide confidence for a long-term solution

Neumo

Recommended vendor

- Only vendor meeting needs for both BL & STR
- Existing relationship via sales tax consulting

STAFF RECOMMENDED

OMNIA Partners Cooperative Purchasing

Neumo participates in the OMNIA Partners cooperative purchasing agreement, a competitively solicited national contract available for use by California public agencies. Utilizing this agreement allows the City to bypass an independent solicitation while still ensuring competitively established pricing and terms.

Additional Cost Savings Beyond the Cooperative Rate

Competitive Pricing

Cooperative contract pricing has already been competitively solicited and vetted

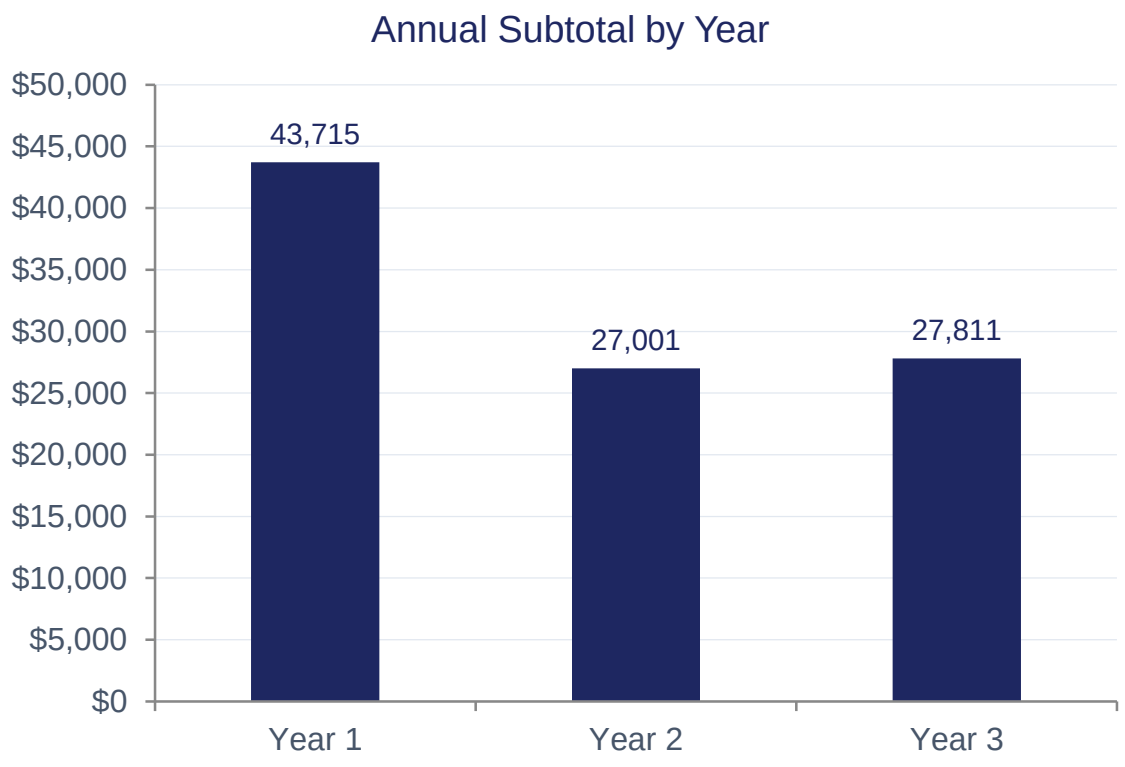
Pricing Below Cooperative Rate

Pricing offered to the City is further reduced below the standard OMNIA rate

Streamlined Procurement

No independent RFP required; agreement can proceed directly to Council

Fiscal Impact



One-Time Setup Fees (Year 1)

STR Setup Fee (AMD-0039)	$2,500.00
Business License Setup Fee (AMD-0026)	$15,000.00

Recurring Per-Unit Fees (SOW #2)

Business license notice mailed	$20.00 / notice
Copy of license application	$5.00 / copy

3-Year Not-to-Exceed Total

$98,527.94

Unit-based Business License fees escalate 5% annually; subscription fees beyond Year 3 escalate 3% annually, compounded. Funded through the General Fund, offset in part by related Business License and TOT/STR revenue.

Recommended Action

Approve the Master Services Agreement with Neumo Group, LLC, procured under the OMNIA Partners cooperative purchasing agreement, and authorize the City Manager to execute the agreement.

- Resolves the City's Business License administration gap
- Replaces an unresponsive STR vendor with a proven solution
- Pricing below the OMNIA Partners cooperative rate

neumo

MODERNIZING GOVERNMENT

Quote Date: June 24, 2026

Order Form

“Neumo”:
Neumo Group, LLC,
a Neumo Records, LLC subsidiary,
A Delaware limited liability company
With its principal place of business
5885 Trinity Parkway Suite 120
Centreville, VA 20120

“Customer”:
City of Coachella
A Municipality of the state of California
With its principal place of business,
53-990 Enterprise Way
Coachella, CA 92236

Collectively, the “Parties”.



Products & Services (the "Services") Summary and Pricing:

Subscription Services	QTY	Price (by Year of term)		
		Year 1	Year 2	Year 3
Tax & License Administration: Short-Term Rental Services Code AMD-0028	1	$26,215	$27,001.45	$27,811.49

Pricing Beyond Third Year: For each Contract Year following the 3rd year of the Term, the annual Subscription Fees shall be subject to an annual automatic increase on the first day of each such Contract Year by 3% over the immediately preceding year's pricing, applied on a compounding basis as illustrated in the table above.

Professional Services	Resource Type	Rate	QTY	Price
Tax & License Short-Term Rental Setup Fee Service Code(s): AMD-0039		$2,500	1	$2,500
Tax & License Business License Setup Fee Service Code(s): AMD-0026		$15,000	1	$15,000
				*Professional Services are described in the attached SOW

Unit-Based Services	Per Unit Fee
Tax & License Administration: Business License Service Code(s): AMD-0026	$20.00
Copy of Business License Application	$5.00

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Order Form General Terms

GENERAL INFORMATION	
Expiration of Offer:	The pricing set forth in this "**Order Form**" shall remain valid for ninety days from the Quote Date. If Customer has not accepted this Order Form by such date, the Order Form shall automatically expire and be of no further force or effect.
Entire "Agreement"	This Order Form is subject to the terms and conditions of the Master Services Agreement Terms (the "Master Services Agreement") attached hereto and herby incorporated and any attached and hereby incorporated Statements of Work ("SOW"). This Order Form, the Master Services Agreement and the SOW form the Agreement between the Parties. In the event of any conflict or inconsistency among the documents comprising the agreement between the parties with respect to this Order Form, the following order of precedence shall apply (from highest to lowest): (i) the Order Form; (ii) any Statement of Work attached to this Order Form; (iii) the Master Services Agreement; and (iv) the Customer Exhibits, if any. The document higher in the order shall govern to the extent of the conflict.

CONTRACT TERM	
Term of the Contract:	The initial term of this Agreement (the "**Initial Term**") shall commence on the date of the last signature of the Parties. Fees for the Services shall begin to accrue as of July 31, 2026 (the "Go Live Date"). The Initial Term shall continue for a period of three years from the Go Live Date, unless earlier terminated in accordance with this Agreement, and shall end on July 30, 2029 unless renewed in accordance with this Agreement. The Initial Term and any renewal term(s) are collectively referred to as the "**Term.**"
Automatic Renewal:	Following the initial Term, the Agreement will automatically renew for additional 12-month periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term.
PAYMENT TERMS	
Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "**Fees**") and are non-refundable once paid.
Invoicing and Payment Terms:	**Implementation Fees**. Fees for implementation, development, configuration, and other one-time Professional Services shall be invoiced as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, such Fees shall be invoiced upon delivery of the associated Services and are payable within thirty (30) days of the invoice date. **Subscription and Maintenance Fees**. Unless otherwise indicated on the Pricing Summary page of this Order Form, annual subscription and maintenance fees shall be invoiced upon the Go-Live Date and payable annually thereafter upon each anniversary of the Go-Live Date prior to the commencement of the applicable subscription or maintenance period. **Per-Transaction, Per-Unit or Usage-Based Fees**. Fees calculated on a per-transaction, per-unit, per-document, per-image, or similar usage basis shall be invoiced monthly in arrears.

	All invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off or deduction, subject to any prompt-payment laws applicable to Customer. In the event of a conflict between these payment terms and applicable law, the payment terms shall be deemed modified as necessary to comply with such laws.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Early Termination Fees:	If Customer terminates this Order Form for convenience or otherwise in a manner not expressly permitted pursuant under the Agreement, Customer shall pay Neumo, as liquidated damages and not as a penalty, an amount equal to the Fees that would have been payable for the remainder of the then-current Term. The Parties acknowledge that actual damages would be difficult to determine and agree that such amount is a reasonable pre-estimate of Neumo's damages.

[End of Terms]

ADMINISTRATIVE INFORMATION:	
Contract #:	IC-4056
Customer Name:	City of Coachella
Billing Contact Name:	Lincoln Bogard
Billing Contact Email:	lbogard@coachella.org
Billing Contact Phone:	
Neumo Representative:	Erica Warne

Order Form Acceptance

By signing below, by issuing a purchase order or other written confirmation referencing this Order Form, by obtaining the Services through a reseller or purchasing agent, or by accessing or using the Services, Customer and Neumo accept this Order Form.

Customer Signature

_____	_____	_____
Signature of Authorized Representative	Title	Date

Neumo Signature

_____	_____	_____
Signature of Authorized Neumo Representative	Title	Date

Master Services Agreement

This Master Services Agreement (the "Agreement") is attached, incorporated into, and agreed upon by the acceptance and signing of the Order Form signed and agreed upon by the Customer, as named in the Order Form, and Neumo.

1. SCOPE

This Agreement establishes the master terms governing Customer's access to and use of software products, software-as-a-service offerings, on-premise software, hosted or managed services, implementation, configuration, integration, training, maintenance, support, and related professional services (collectively, the "Services") made available by Neumo, as further specified in each Statement of Work, Order Form, quote, schedule, amendment, addendum, or similar ordering document executed by the Parties under this Agreement (each, an "SOW"). Each SOW is hereby incorporated into and made subject to the terms of this Agreement. In the event of a conflict between this Agreement and an applicable SOW, the terms of the SOW control solely with respect to the Services covered by that SOW, provided that no SOW will supersede or modify this Agreement's provisions regarding proprietary rights, confidentiality, data protection, disclaimers, indemnification, limitation of liability, payment obligations, audit rights, compliance, or dispute resolution unless the SOW expressly identifies the specific provision being modified and states that the modification applies notwithstanding this Agreement.

2. TERM AND TERMINATION

2.1 Term

The term of this Agreement shall begin upon full execution ("Effective Date") and shall continue for so long as any SOW remains in effect, unless earlier terminated in accordance with this Agreement. Each SOW shall have the initial subscription, license, services, or project term set forth in that SOW (the "Initial Term"). Unless otherwise set forth in the applicable SOW, following the Initial Term, each subscription or license SOW will automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current annual Term. "Term" refers to the Initial Term and any Renewal Terms applicable to this Agreement or an SOW, as the context requires. All terms and conditions of this Agreement shall remain in effect during any Renewal Term, unless modified by written agreement of the Parties.

2.2 Termination for Breach

If either Party materially breaches this Agreement or any SOW executed hereunder, the non-breaching Party may initiate termination of this Agreement by providing the breaching Party with a written notice describing the breach and reasonably required remedy ("Default Notice"). Upon receipt of a Default Notice the breaching Party will have a period of sixty (60) calendar days (or another timeframe that may be mutually agreed to by the Parties) to cure the breach, provided that Customer's failure to pay undisputed Fees when due shall have a cure period of thirty (30) business days after Neumo provides written notice; if the breaching Party fails to reasonably remedy the breach within the established cure

period, the non-breaching Party may, upon written notice to the defaulting Party, terminate this Agreement or the affected SOW(s) for default.

2.3 Termination for Loss of Funding

Customer may terminate this Agreement or any affected SOW upon at least sixty (60) days advance written notice to Neumo prior to the end of the current term, if Customer has failed to receive funds necessary for the continued procurement of the Services specified in the applicable SOW, provided that Customer has made every reasonable effort to secure the necessary funding.

2.4 Effect of Termination

Notwithstanding non-renewal or termination of this Agreement or any SOW, Customer shall remain obligated to pay all Fees due to Neumo for Services rendered, transactions processed, revenue collected, recoveries achieved, milestones completed, and reimbursable Expenses incurred through the effective date of termination, in accordance with the fee and payment schedule set forth in the applicable SOW. Termination of this Agreement or any SOW for any reason will not affect any liabilities or obligations of either Party arising before termination or out of events causing termination, and will not affect any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breach or default. Unless this Agreement is terminated in its entirety, termination of one SOW will not terminate any other SOW. Upon termination of this Agreement or any SOW, Customer agrees to discontinue use of all Services and other Neumo-owned materials provided under the terminated Agreement or SOW, no later than the effective date of termination, or such other date as the Parties may mutually agree in writing, and return or destroy, as appropriate and as directed by Neumo, the Services and other Neumo-owned materials within thirty (30) calendar days after termination. Upon termination or expiration of any cloud-based Services, Neumo may disable Customer's access to the applicable production environment after the effective date of termination or expiration, subject to any transition assistance expressly stated in the applicable SOW.

3. SERVICES

3.1 Licensed Services

During the Term of each applicable SOW, and subject to Customer's payment of all applicable Fees and compliance with this Agreement and the applicable SOW, Neumo hereby grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Services specified in each applicable SOW, solely within the United States and solely for Customer's internal government business purposes. For cloud-based Services, the license permits access to and use of the hosted Services during the applicable subscription term. For on-premise software, the license permits installation and use of object-code software during the applicable license term, subject to any user, site, environment, processor, transaction, volume, agency, or other usage limitations stated in the applicable SOW. The scope, deployment model, configuration, permitted users, usage metrics, and any additional terms governing Customer's use of the Services shall be set forth in the relevant SOW. Except as expressly provided in this Agreement or an applicable SOW, no sublicensing of access or use of the Services is permitted.

3.2 Services

During the Term of each applicable SOW, and subject to Customer's payment of all applicable Fees, Neumo shall provide the Services specified in the relevant SOW in association with Customer's use of the Services licensed thereunder.

3.3 Restrictions

Customer shall not (and shall not permit any third party to) do any of the following with respect to any Services provided under this Agreement or any SOW: (i) use the Services to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") of the Services, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Neumo); (iii) copy, modify, translate, adapt or create any derivative work of the Services; (iv) remove or obscure any proprietary or other notices contained in the Services; (v) publicly disseminate performance information regarding the Services; (vi) use the Services to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt the security, integrity or operation of the Services or any related systems or networks; (viii) use Neumo Technology except as permitted under this Agreement or an applicable SOW, including removing or modifying any copyright or other proprietary rights notices; (ix) use the Services to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (x) permit direct or indirect access to or use of the Services in a manner that circumvents any contractual usage limit; (xi) access or use the Services to benchmark or compare the Services against a competitive product or service without Neumo's prior written consent; or (xii) use the Services, Neumo Technology, or Neumo Confidential Information to train, fine-tune, develop, improve, or validate any artificial intelligence, machine learning, large language model, foundation model, or similar technology. These restrictions apply across all SOWs executed under this Agreement.

3.4 High Risk Use

The Services are not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Services provided under any SOW in, or in conjunction with, High Risk Use.

3.5 Hosting; Security.

For cloud-based Services, Neumo may provide the Services using its own systems or third-party hosting providers, infrastructure providers, subcontractors, and service providers. Neumo will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data processed by Neumo against unauthorized access, use, or disclosure. In the event that Customer Data is accessed, used, or disclosed to an unauthorized party ("data breach"), Neumo must immediately notify Customer and take all commercially reasonable measure to secure Customer data. Neumo must comply with all state and federal laws applicable to data breaches. Customer acknowledges that security safeguards vary by product, deployment model, hosting environment, and SOW, and any product-specific security commitments, service levels, disaster recovery commitments, or support commitments must be expressly stated in the applicable SOW or a written exhibit signed by the Parties. Customer remains responsible for security of Customer-controlled systems, networks, devices, credentials, configurations, integrations, and on-premise environments.

3.6 Implementation; Acceptance.

If an SOW includes implementation, configuration, conversion, integration, migration, training, or other professional services, Neumo will perform those services in material accordance with the applicable SOW. Unless the applicable SOW expressly states objective acceptance criteria and a testing period, all deliverables and Services will be deemed accepted upon delivery, availability for use, or completion, as applicable. If objective acceptance criteria are stated in the SOW, Customer must provide written notice of any material nonconformity within the acceptance period stated in the SOW, or, if no period is stated, within ten (10) business days after delivery or availability for testing. Customer's notice must identify the specific nonconformity in reasonable detail. Neumo will use commercially reasonable efforts to correct confirmed material nonconformities, and the corrected deliverable or Service will be resubmitted for acceptance. Deliverables and Services will be deemed accepted if Customer uses them in production, fails to provide a timely rejection notice, or rejects them for reasons not based on the applicable acceptance criteria. Delays caused by Customer, including delays in providing data, access, personnel, decisions, approvals, testing, or third-party cooperation, will extend Neumo's performance deadlines and may result in additional Fees.

4. FEES AND PAYMENTS

4.1 Fees

The Fees applicable to each SOW shall be set forth in the relevant SOW and may include subscription fees, license fees, usage-based fees, transaction fees, implementation fees, professional services fees, contingency fees, revenue share amounts, collection-based fees, support and maintenance fees, hosting fees, minimum commitments, pass-through costs, or other charges specified in the SOW. Unless otherwise specified in the applicable SOW, Fees will be invoiced upfront on an annual basis throughout the Term of that SOW. Fees for each Renewal Term are subject to a 3% annual escalation unless a different escalation rate is specified in the applicable SOW. Except as expressly stated in the applicable SOW, all payment obligations are non-cancelable and Fees paid are non-refundable.

4.2 Expenses

Unless otherwise specified in the applicable SOW, Customer shall reimburse Neumo for reasonable travel, lodging, meal, and other expenses incurred by Neumo in connection with the delivery of Services under such SOW (“Expenses”). The scope and any limitations on reimbursable Expenses shall be set forth in the applicable SOW. Neumo shall not incur an Expenses without the prior written authorization of Customer.

4.3 Taxes

“Taxes” means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this Agreement, any SOW executed hereunder, or any of the Services provided thereunder (however designated and regardless of the jurisdiction that charges any of the foregoing). For the sake of clarity, Taxes do not include any taxes based on Neumo’s net income. If Customer is by law exempt from any Taxes otherwise applicable under this Agreement, such Taxes will not be included in invoices submitted to the Customer, provided that Customer supplies Neumo with valid exemption documentation prior to invoicing. If Neumo is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Services provided under this

Agreement or any SOW executed hereunder, Customer agrees to reimburse Neumo for payment of those taxes.

4.4 Payment Terms

All Fees, Expenses, and Taxes shall be invoiced and paid in U.S. Dollars by ACH, or other payment method specified in the applicable SOW or accepted by Neumo. Neumo shall invoice Customer for the Fees in accordance with the frequency and payment terms set forth in the applicable SOW. Neumo shall invoice Customer for all applicable Expenses and applicable Taxes following the month in which they are incurred. Unless disputed in accordance with Section 4.5, Customer shall pay all Fees, Expenses, and Taxes within thirty (30) days of the applicable invoice date. Customer may issue purchase orders for its own internal administrative purposes, but no terms or conditions contained in, attached to, referenced by, or otherwise incorporated into any purchase order, vendor portal, invoice processing document, or similar Customer document will be of any force or effect or amend, modify, supersede, or supplement this Agreement or any SOW unless expressly agreed in a written amendment signed by authorized representatives of both Parties. If Customer intends for any purchase order terms or conditions to apply, Customer must submit those terms and conditions to Neumo before signature of this Agreement or the applicable SOW for Neumo's review and express written agreement. Customer shall provide complete and accurate billing, tax exemption, purchase order, vendor registration, and payment processing information reasonably required for Neumo to invoice and receive payment, and Customer's internal procurement or payment processes will not extend any payment deadline unless expressly agreed in writing by Neumo.

4.5 Invoice Disputes

If Customer disputes any portion of an invoice issued under this Agreement or any SOW, Customer shall submit written notice to Neumo identifying the disputed amount and providing to Neumo, as applicable, documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Neumo within twenty (20) days from the date the invoice at issue is received by the Customer. Customer waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days of Neumo's receipt of the applicable Fee Dispute Notice.

4.6 Non-Payment

If Customer fails to timely remit payments in accordance with the payment terms of this Agreement or any applicable SOW, then Customer shall also be liable for any additional expenses Neumo incurs in pursuing such payment (including but not limited to reasonable attorneys' fees and accrued interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law). Failure to make timely payment of undisputed Fees shall be a material breach of this Agreement, and upon reasonable written notice to Customer, Neumo may suspend the delivery of Services under any or all affected SOWs until all outstanding undisputed amounts are paid in full. Neumo may condition future renewals, additional SOWs, or continued extension of credit on modified payment terms, prepayment, shorter billing cycles, or other credit protections if Customer has failed to timely pay undisputed amounts.

4.7 Suspension of Services.

In addition to its other rights and remedies, Neumo may suspend performance of Services under any affected SOW upon written notice if Customer fails to timely pay undisputed Fees, materially breaches this Agreement or any SOW, fails to provide required access, data, approvals, or cooperation, or if Neumo reasonably determines that continued performance may violate applicable law, create a security risk, impair Neumo's systems or services, or expose Neumo to material legal, financial, or operational risk. Neumo will use commercially reasonable efforts to limit any suspension to the affected Services. Customer shall remain responsible for all Fees incurred before and during any suspension, and any performance dates, milestones, or service levels shall be equitably extended.

4.8 Fee Calculation; Records.

For any SOW using transaction-based, contingency, revenue share, collection-based, usage-based, or similar pricing, Customer shall provide Neumo with timely access to all information reasonably necessary to calculate Fees, validate transactions, reconcile receipts, determine recoveries, allocate revenue, and substantiate amounts payable to Neumo. Customer shall not take or omit to take any action for the purpose or effect of avoiding, reducing, delaying, or circumventing Fees earned or payable to Neumo. Neumo may rely on Customer Data, system records, transaction records, remittance files, payment processor records, governmental records, and other available information in calculating Fees, and Customer shall reasonably cooperate with Neumo to reconcile any discrepancies.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of cloud-based Services; (ii) purchasing, installing, maintaining, securing, and managing all necessary Customer-controlled hardware, systems, networks, environments, databases, browsers, operating systems, integrations, and anti-virus protection software required for access to or use of the Services, including any on-premise deployment; (iii) maintaining confidentiality of all administrator and user logon credentials, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (v) determining if the Services are sufficient for its purposes; (vi) ensuring that its use of the Services under this Agreement and any applicable SOW complies with all applicable laws and regulations; and (vii) obtaining and maintaining all Customer systems, third-party services, consents, approvals, and data rights necessary for Neumo to perform the Services.

5.2 Customer agrees to use commercially reasonable efforts to prevent unauthorized access to the Services and shall notify Neumo immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Services through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and shall cooperate with Neumo in any actions taken to prevent or terminate such unauthorized use.

5.3 For on-premise deployments and Customer-controlled environments, Customer is responsible for backing up all data contained in the Services on a regular basis in accordance with standard industry back-up procedures. For cloud-based Services hosted by Neumo or its hosting providers, Neumo will maintain backup procedures materially consistent with its then-current standard practices for the applicable Services. Under no circumstances will Neumo be responsible for the loss of Customer Data or licensed Services except to the extent caused by Neumo’s failure to follow its expressly stated backup obligations for cloud-based Services. “Customer Data” means any data or other

information which is provided to Neumo by Customer (directly or indirectly) in connection with the Services provided under this Agreement or any applicable SOW, including data collected/stored within the Services.

5.4 Customer Cooperation. Customer shall provide timely cooperation, access, information, decisions, approvals, data, personnel, facilities, systems, credentials, and third-party cooperation reasonably required for Neumo to perform the Services. Neumo will not be responsible for delay, nonperformance, or additional costs to the extent caused by Customer's failure to provide required cooperation or by inaccurate, incomplete, or untimely Customer Data, instructions, approvals, or dependencies. Any project schedule, milestone, service level, or delivery commitment will be equitably extended to account for Customer-caused delays, and Neumo may charge additional Fees for resulting additional work or idle time at the rates stated in the applicable SOW or, if no rates are stated, at Neumo's then-current rates.

6. PROPRIETARY RIGHTS

6.1 Neumo Technology

Neumo retains sole and exclusive ownership of all rights (including but not limited to intellectual property rights), title and interest in and to the Services and any modifications thereto, together with any related information, software, source code, object code, APIs, documentation, configurations, templates, workflows, know-how, processes, methods, analytics, interfaces, connectors, tools, developments, updates, improvements, derivative works, and deliverables Neumo provides to Customer under this Agreement or any SOW (collectively, “Neumo Technology”). Customer is not authorized to use (and shall not permit any third party to use) Neumo Technology or any portion thereof except as expressly authorized by this Agreement or an applicable SOW. Subject to Customer’s payment of all Fees due under this Agreement and any applicable SOW, Neumo grants to Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement or any SOW), to use those elements of Neumo Technology embodied in any Services deliverables, if any, in Customer’s ordinary course of business, solely as so embodied and only during the applicable SOW term. The Services rendered by Neumo under this Agreement or any SOW shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Neumo Technology shall vest solely in Neumo. The provisions of this section shall survive termination of this Agreement and any SOW executed hereunder.

6.2 Customer Data

All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and all intellectual property rights in Customer Data are and will remain the property of Customer. Subject to the confidentiality obligations set forth herein, Customer hereby grants to Neumo a non-exclusive, transferable, sublicensable, worldwide, royalty-free, revokable license to use, host, copy, transmit, display, process, reproduce, modify, create derivative works of, and otherwise exploit Customer Data throughout the Term of this Agreement and any applicable SOW (and after termination to the extent necessary for Neumo to fulfill any post-termination obligations to Customer), to provide, secure, support, maintain, operate, monitor, analyze, and improve the Services and Neumo’s products and services. Neumo may use aggregated or de-identified data derived from Customer Data or Customer’s use of the Services for analytics, benchmarking, product improvement, security, operational, and business purposes, provided such data does not identify Customer or any individual.

For avoidance of doubt, Customer Data shall be deemed “Confidential Information” and shall be protected in accordance with the confidentiality provisions of this Agreement.

6.3 Third Party Items

Any hardware and third-party software components provided by Neumo in connection with the Services shall be identified in the applicable SOW. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors. Customer understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Customer further agrees to use the third-party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Customer authorizes Neumo to accept the terms of each license on behalf of the Customer when the software is installed. Neumo disclaims all warranties of merchantability and fitness for a particular purpose and makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software provided under this Agreement or any SOW.

6.4 **Feedback**.

If Customer or any of its users provides suggestions, enhancement requests, recommendations, corrections, ideas, or other feedback regarding the Services, Neumo Technology, or Neumo's products or services (“Feedback”), Customer grants Neumo a perpetual, irrevocable, worldwide, sublicensable, transferable, royalty-free license to use and exploit the Feedback for any purpose without restriction, attribution, or compensation. Feedback will not be deemed Customer Confidential Information unless the Parties expressly agree otherwise in writing.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality

The Party receiving information (“Recipient”) from the other Party (“Discloser”) shall treat the Discloser’s information as confidential and proprietary (“Confidential Information”) unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient’s personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser’s Confidential Information using the same degree of care it accords to its own confidential information, which in no event will be less than a reasonable degree of care; (2) not disclose the Discloser’s Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other Party’s Confidential Information except to perform its obligations under this Agreement or any applicable SOW. Recipient may disclose the Discloser’s Confidential Information pursuant to a court order or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser’s cost, with Discloser to limit the disclosure to the extent permitted by law. The obligations of this section shall survive termination of this Agreement and any SOW executed hereunder.

7.2 Public Disclosures

Neumo acknowledges that Customer is subject to one or more public record/open door acts which generally provide that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying. Accordingly, Customer will not be deemed in breach or be considered in violation of this Agreement or any applicable SOW if Customer needs to disclose Neumo's Confidential Information to respond to a valid request made under such an act. If Customer receives a request under an applicable public records/open door act that requires the disclosure of Neumo's Confidential Information, Customer will notify Neumo of the request and, if Neumo desires to object, shall reasonably assist Neumo in seeking to protect the information from disclosure in a court of competent jurisdiction.

7.3 Residuals

During the performance of Services under this Agreement or any SOW, Neumo personnel will learn to be more efficient through learning new ideas, know-how, methods, techniques, processes and skills ("Residuals"). Neumo may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this section. Residuals exclude Customer's Confidential Information and Neumo may only use Customer's Confidential Information as set forth in this Agreement or an applicable SOW.

8. WARRANTIES

8.1 Limited Warranty

Neumo warrants that (i) the Services performed under this Agreement and any applicable SOW will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the Services will be free from material errors that would prevent the documented operational features of the Services from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Neumo. Customer's exclusive remedy and Neumo's entire liability for breach of the foregoing warranty is for Neumo to use commercially reasonable efforts to reperform the affected Services or correct the material error, provided that Customer gives Neumo written notice describing the breach within thirty (30) days after Customer discovers, or reasonably should have discovered, the alleged breach. The limited warranty provided in this Section 8.1 shall not cover, and shall be void as to (a) any third party hardware or software provided to or used by Customer in connection with the Services; (b) any Product component on which maintenance has been performed by a third party not authorized in writing by Neumo; (c) any Product component that has been altered or modified by Customer or any third party not authorized in writing by Neumo; (d) any Product component that is damaged due to the acts or omissions of Customer or any third party; (e) any Product component that has been damaged as a result of failure to operate the Services in accordance with documentation or operating instructions provided by Neumo; (f) any Product failure due to force majeure or exposure to unusual physical or electrical stress; or (g) any issue caused by Customer-controlled systems, networks, data, configurations, integrations, security settings, or on-premise environments. The warranty obligations set forth in this Section 8.1 shall apply across all SOWs executed under this Agreement.

Governmental Authority; Professional Judgment. Customer retains all governmental, regulatory, adjudicatory, enforcement, policy, legal, and discretionary authority associated with its programs, operations, constituents, records, revenues, transactions, and decisions. Neumo does not make governmental, adjudicatory, eligibility, enforcement, tax, legal, or policy decisions on behalf of Customer unless expressly stated in an SOW and permitted by applicable law. Neumo's Services, deliverables, reports, recommendations, analytics, workflows, and other outputs are intended to support Customer's operations and decision-making and do not constitute legal, tax, accounting, financial, or policy advice.

8.2 Disclaimer

THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1 ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. NEUMO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF COMPLIANCE WITH LAWS, AND ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) OR THAT COULD BE DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEUMO EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR ANY HARDWARE OR SOFTWARE COMPONENT THEREOF WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT OR ANY SOW FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. NEUMO AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW.

9. INDEMNITY

9.1 Intellectual Property Infringement

Neumo shall defend Customer from and against any claim, legal action or proceeding brought or made against the Customer by an unaffiliated third party alleging that the Services, when used as authorized under this Agreement or any applicable SOW, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party (“Infringement Claim”) and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Neumo (including reasonable attorneys’ fees) resulting from such Infringement Claim. If an Infringement Claim is made or, in Neumo’s opinion, is likely to be made, Neumo may, at its option and expense, procure for Customer the right to continue using the affected Services, modify or replace the affected Services so they are non-infringing, or terminate the affected Services and provide a pro rata refund of prepaid unused Fees for the affected Services. The foregoing indemnification obligation of Neumo shall not apply: (1) if the Services are modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by Neumo, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result of Customer Data, Customer requirements, specifications, instructions, or any third-party deliverables or components contained within or used with the Services; (5) if Customer settles or makes

any admissions with respect to a claim without Neumo's prior written consent; or (6) to open-source software or third-party items. This Section states Neumo's sole liability and Customer's exclusive remedy for any Infringement Claim.

9.2 Mutual Indemnity

To the extent allowable by applicable law, each Party shall indemnify and hold harmless the other Party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement or any SOW executed hereunder, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party. Customer shall defend, indemnify, and hold harmless Neumo from and against any third-party claim arising from Customer Data, Customer's use of the Services in violation of this Agreement or applicable law, Customer-controlled systems or environments, or Customer's failure to obtain required rights, consents, approvals, or authorizations for Neumo to process Customer Data or perform the Services.

9.3 Conditions of Indemnity

Each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) give the indemnifying Party sole control over the defense and settlement of the claim (provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld); and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

10. LIMITATION OF LIABILITY

10.1 Consequential Damages Waiver

NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW EXECUTED HEREUNDER FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE.

10.2 Liability Cap

EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW EXECUTED HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO NEUMO UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT

CUSTOMER'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE UNDER THIS AGREEMENT OR ANY APPLICABLE SOW, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY SET FORTH HEREIN. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, OR EXPENSES COVERED BY OR REQUIRED TO BE COVERED BY NEUMO'S INSURANCE COVERAGE. NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S RIGHT TO SEEK RECOVERY UNDER ANY INSURANCE COVERAGE MAINTAINED BY OR AVAILABLE TO NEUMO.

10.3 Limitations Fair and Reasonable

EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT AND ALL SOWS EXECUTED HEREUNDER, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT OR ANY SOW.

11. NOTICES

Unless otherwise specified in this Agreement or an applicable SOW, all notices, requests, or consents required to be given in writing under this Agreement or any SOW executed hereunder shall be sufficiently given if sent by first class certified mail, delivered by overnight delivery service (FedEx or UPS), hand delivered by a courier (signature service required), or electronic mail with delivery confirmation enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section. Notice information for each Party shall be set forth in this Agreement and may be supplemented or updated in any SOW executed hereunder.

For Neumo:

Neumo Group, LLC
Attn: Contracts
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Email: contracts@neumo.com
Cc: Erica.Warne@Neumo.com

53-990 Enterprise Way
Coachella, CA 92236
Email: lbogard@coachella.org

For Customer:

City of Coachella
Attn: Lincoln Bogard

12. INSURANCE

During the Term of this Agreement and throughout the term of any SOW executed hereunder, Neumo agrees to maintain standard insurance coverage in accordance with its corporate policy. At minimum, Neumo must maintain the following:

- Commercial General Liability Coverage of at least $1,000,000 per occurrence and $2,000,000 general aggregate;
- Workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of Neumo or any Neumo contractor or subcontractor, and employer's liability insurance with limits of not less than $1,000,000 per accident for bodily injury or disease;
- Technology Professional Liability Errors and Omissions Coverage of at least $2,000,000 per claim and $5,000,000 aggregate, covering claims arising out of Neumo's technology services, SaaS, software, systems, network security failures, media and content rights infringement, software copyright infringement, and loss, disclosure, alteration, or destruction of electronic data;
- Cyber Liability Coverage of at least $2,000,000 per claim or occurrence and $5,000,000 general aggregate. Such coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Neumo under this Agreement and shall include, without limitation, coverage for security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, breach response costs, regulatory fines and penalties, and credit monitoring expenses.

Upon request, Neumo will provide evidence of coverage on a standard ACORD form certificate of insurance.

13. ASSIGNMENT

Neumo may utilize subcontractors, affiliates, hosting providers, infrastructure providers, and other service providers to perform its obligations under this Agreement or any SOW executed hereunder, provided that Neumo remains responsible for their performance of Neumo's obligations under this Agreement. In addition, Neumo may, without the consent of Customer, assign or transfer this Agreement and any SOWs executed hereunder to an affiliate or a successor-in-interest in the event of a merger, consolidation, reorganization, sale of equity, sale of assets, change of control, financing transaction, or acquisition of any portion of the business of Neumo provided that (a) the assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement and all applicable SOWs; and (b) Neumo notifies Customer of such assignment within a reasonable period of time before it occurs. In all other circumstances, neither Party shall assign any of its rights under this Agreement or any SOW executed hereunder, or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

14. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement or any SOW executed hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, epidemics, pandemics, acts of governmental agencies, changes in law, cyberattacks or malicious code, internet provider network unavailability/outages, failure or delay of Customer systems or third-party systems, or similar causes beyond the reasonable control of such Party ("Force Majeure Events"). If due to any Force Majeure Events either Party shall be unable to perform any obligation when due, such Party shall promptly notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of the Force Majeure Event and the time for performance under this Agreement and any affected SOW shall be extended by the duration of any such period; provided, however, that if the delay continues for a period of thirty (30) days or more, either Party may terminate this Agreement, or the affected SOW(s) by written notice to the other.

15. EXPORT CONTROL

Customer shall not export or re-export or allow anyone to access or use the Services outside of the United States without the prior written authorization of Neumo. If approved, Customer must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that the Services are exported, directly or indirectly, in violation of applicable laws. These obligations apply across all SOWs executed under this Agreement and shall survive termination of this Agreement or any applicable SOW.

16. RELATIONSHIP OF THE PARTIES

The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of the Agreement and any SOW executed hereunder, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not create any joint venture, partnership, fiduciary, employment, or agency relationship, and neither Party may make commitments for or bind the other without prior written consent. Neumo shall not be restricted from providing similar products or services to others.

17. GENERAL

17.1 Authority to Execute. Each Party represents and warrants that it has the requisite power and authority to conduct its business and to execute, deliver and perform the obligations under this Agreement and any SOW executed hereunder. Each Party warrants that the individuals who have signed this Agreement and any applicable SOW on its behalf have the legal power, right, and authority to enter into this Agreement and any applicable SOW and to bind each respective Party.

17.2 Reserved.

17.3 Waiver. The failure of either Party at any time to enforce any right or remedy available to it under this Agreement or any SOW executed hereunder with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

17.4 Headings. The headings used in this Agreement and any SOW executed hereunder are for reference only and do not define, limit, or otherwise affect the meaning of any provisions of this Agreement or any SOW.

17.5 Severability. If any of the provisions of this Agreement or any SOW executed hereunder are found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or the applicable SOW, but rather the entire Agreement and applicable SOW shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Neumo shall be construed and enforced accordingly.

17.6 Governing Law. This Agreement and all SOWs executed hereunder shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State in which the Customer is domiciled, without reference to the principles of conflict of laws.

17.7 Changes. A Party may request a modification to this Agreement, any SOW executed hereunder, or the scope of Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties and will become effective via written modification, amendment, or change order to this Agreement or the applicable SOW, executed by authorized contractual representatives of both Parties.

17.8 Survival. Any provision of this Agreement or any SOW executed hereunder that expressly or by implication is intended to survive termination or expiration, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect. Without limiting the foregoing, the following provisions shall survive termination or expiration of this Agreement and any applicable SOW: payment obligations, confidentiality, intellectual property ownership, restrictions on use, warranties and disclaimers, limitation of liability, indemnification, governing law, and any rights of action accruing prior to termination.

17.9 Order of Precedence. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW or other document incorporated by reference hereunder, the terms of the applicable SOW shall control, then the terms of this Agreement shall control, except where the applicable the terms of another document incorporated by reference hereunder expressly identifies and supersedes a specific conflicting provision of this Agreement.

17.10 **Cumulative Remedies.** Except as expressly stated in this Agreement, all rights and remedies under this Agreement are cumulative and may be exercised concurrently or separately. Customer acknowledges that any actual or threatened breach of the provisions regarding use restrictions, proprietary rights, confidentiality, or unauthorized access to the Services may cause irreparable harm to Neumo for which monetary damages may be inadequate, and Neumo may seek injunctive or equitable relief without posting bond, in addition to any other rights or remedies available under this Agreement, at law, or in equity.

17.11 **Marketing**. Neumo may identify Customer as a customer and may use Customer's name and logo in customer lists, proposals, presentations, investor materials, earnings materials, marketing materials, and on Neumo's websites, subject to any trademark usage guidelines Customer provides in writing. Neumo will not issue a press release announcing this Agreement without Customer's prior written approval.

17.12 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and each SOW. No ambiguity shall be construed against either Party upon a claim that the other Party drafted the ambiguous language.

17.13 Counterparts. This Agreement and any SOW may be signed in separate counterparts, including electronic signatures. Each counterpart is deemed an original, and all counterparts together are deemed one and the same instrument and legally binding on the Parties.

18. ENTIRE AGREEMENT

This Agreement, together with all SOWs executed hereunder and any other documents expressly incorporated by reference, constitutes the entire understanding and agreement between the Parties with regards to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations, and understandings, written or oral, relating to such subject matter. Each SOW executed under this Agreement is hereby incorporated into and made a part of this Agreement, and together they form a single integrated agreement between the Parties. The terms and conditions of this Agreement or any SOW shall not be changed or modified except by written agreement signed by authorized representatives of both Parties.

SCHEDULE A:
STATEMENT OF WORK #1
TITLE: STR PRO Services

Part A: SCOPE

A.1 Short-Term Rental Compliance Pro Services

A.1.1 Tasks

Short Term Rental Monitoring and Identification Services are designed to assist Client in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for Client. Using its Short-Term Rental Compliance Software, Contractor will be responsible for providing the following modules and components as part of this agreement:

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking. Additional websites may be supported upon Client request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

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Web Portal for Monitoring

- 24/7 accessible web-portal with keyword-search
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Client Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the Client so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Client Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the Client
- Allow manual payment processing by cash, check or point-of-sale by administrator

- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Client Support

Payment Processing for Tax / Registration / Permitting Portals

- Integration with Neumo's preferred payment solution to enable electronic payment capabilities ("Electronic Payment Processing Services"). Specific requirements and in-scope configurations for Electronic Payment Processing Services will be established and documented during implementation. See Section A.2 below for additional details.
- Ability for Client to download payment reports to reconcile funds

Compliance Outreach

- Print and Mail- Up to two (2) rounds of letter per non-compliant STR host (per year)

A.1.2 Deliverables

- STR Portal for archiving and monitoring information, (herein "Self-Service STR Report")
    - STR unique id, website URL, duplicate STR ids
    - Approximate or Exact STR address (and apartment number if applicable), city, state, postal code
    - Partial or Full Operator information (name, address, city, state, postal code)
    - Number of bedrooms
    - Maximum guests
    - Nightly rate
    - Number of reviews
    - Minimum nights
    - Permit numbers displayed on the ad (if any)
- Contractor will provide Client with login access to the STR for up to 100 staff members
- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to Client staff at most once per year for up to two (2) hours. On-site training or training more frequently than once per year will be subject to change order process and additional fees.

A.1.3 Client Responsibilities and Restrictions

- Prior to the start of the work to be performed, Client shall provide Contractor with
    - all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the Contractor and a time specified in the implementation plan.
    - A copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
    - Shape file (boundary file)
    - The Contractor Land Title, Land Ownership, and / or Parcel Ownership File(s)
    - Inform Contractor of any circumstances concerning current existing payees.
    - Inform Contractor of the development of new lodging properties no later than the

Certificate of Occupancy being granted.

- In the event of a misidentification, Client shall provide Contractor with timely documentation and feedback
- Client shall provide Contractor with valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required

A.2 Electronic Payment Processing Services

A.2.1 Scope

Selected Services;

[x] Online Payment Services **[ ] In-Person and Phone Payments**

Payment Options:

[x] ACH (Automatic Clearing House): Funds electronically deposited into Client bank account.

***Online Only**

[x] Credit/Debit Card: Funds electronically deposited into Client bank account.

A.2.2 Client Collaboration

Effective collaboration with Client is pivotal for successful implementation. The following cooperative efforts from Client are vital:

1. **Interviews Regarding Existing Processes:**
   a. Gain insights into current processes to tailor the implementation accordingly.
2. **Form Documents:**
   a. Provide samples of all form registration documents to be recreated for online submission.
   b. Review initial and any subsequent changes as needed.
3. **Access to Systems:**
   a. Grant access to client systems for the installation and configuration of electronic payment services, in collaboration with their IT teams.
   b. For online systems, the creation of layout files to import payment files into Client's existing systems necessitates a comprehensive understanding of Client's data structures and security protocols. Client acknowledges that access to sensitive data for this purpose will be managed under strict confidentiality and in compliance with applicable data protection laws.
4. **Update Website:**
   a. Once services have been completely implemented and Client has reviewed all setups, Client must add links to the homepage of their website, so the services are locatable by citizens for adoption.
5. **PCI Compliance:**

a. Installation of services on each workstation accepting payments entails compliance with all local and federal regulations. The Client acknowledges that the Service Provider will ensure adherence to Payment Card Industry Data Security Standard (PCI DSS) requirements during installations.

A.2.2.3 Assumptions

- Client acknowledges Electronic Payment Processing Services may be provided by Neumo and/or its affiliates and/or other third parties including banks, major card networks/associations, and payment processors (collectively the “Payment Partner(s)”); accordingly Client understands that Electronic Payment Processing Services are conditioned upon Client’s acceptance of terms and conditions that may be required by the Neumo selected Payment Partner(s), as coordinated and executed between the Parties during project implementation (the “Payment Terms”).
- Neumo reserves the absolute right to change, remove, or replace a Payment Partner at any time and for any reason deemed necessary.
- Client understands that technical requirements and other solution/implementation specifics for Electronic Payment Processing Services (e.g., Payment Partner selection, configuration requirements, required interfaces) have not been fully assessed or defined at time of Agreement execution. Any additional requirements discovered during implementation may be subject to changes in the project timeline, scope, and/or fees, and will be communicated and documented through a formal MOU, amendment, or other similar document executed by both Parties.
- Neumo shall not be liable for the performance or non-performance of any third-party Payment Partner, including, but not limited to, any issues related to settlement, chargebacks and risk management.
- Integration with any Client selected third party payment facilitator, payment processor, or acquiring bank (the "Client-Selected Payment Provider") is specifically excluded from the scope of this SOW.
- Neumo will absorb all set up fees, monthly fees and yearly fees associated with the Client’s merchant account including credit card assessment fees, credit card interchange fees, per item fees. Chargebacks, refunds, and returned checks will be billed back to the Client if the Client’s bank rejects the draft. Non-PCI compliance fees are charged directly to the Client if they fall out of compliance. These fees are $125.00 per month and per Merchant ID.
- Client is solely responsible for ensuring distribution of funds designations (e.g., designated recipients, account numbers, and distribution percentages), as set forth in Exhibit 1, remain current and up to date throughout the performance of this SOW. In the event of any changes to the distribution of funds designations, Client must, at least thirty (30) calendar days prior to changes becoming effective, submit a written account distribution information change notice to connie.taylor@neumo.com (delivery confirmation enabled).

Part B: FEES AND OTHER COMPENSATION DUE TO CONTRACTOR

B.1 STR Pro Implementation and Subscription Fees

See agreement page 2

B.2 Electronic Payment Processing Fees

Electronic Payment Processing Services are subject to the processing Fees described in table below (the "Payment Processing Fees(s)"). Client understands and agrees that each electronic payment transaction is subject to the Payment Processing Fee, which will be added to the total payment amount charged to the Payor (the individual or entity making the payment) at the time of payment (i.e., the total payment amount collected from the Payor includes the Payment Processing Fee). Client expressly and irrevocably authorizes Neumo to collect, deduct, and retain the full amount of all incurred Payment Processing Fees from the payment funds collected from Payor prior to remitting the net payment revenue amounts to the Client. Client understands and acknowledges Electronic Payment Processing Services may be subject to additional fees and charges detailed in the Payment Terms. Neumo's Payment Processing Fees(s are subject to change at any time, with or without notice.

Credit Card Payment Processing Fee	Minimum Credit Card Payment Processing Fee	Online ACH Payment Processing Fee
2.99%	$2.50	$2.50

Pricing subject to change at any time, with or without notice

Part C: Additional Terms

- Client is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the Services; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Client-owned workstations.; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; and (iv) verifying the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired it.

- Neumo expressly disclaims any responsibility for performance issues, or failures arising from Client systems.

- Client agrees to use commercially reasonable efforts to prevent unauthorized access to the Services and shall notify Neumo immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Services through Client, Client will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Neumo to prevent or terminate such unauthorized use.

- Client shall not (and shall not permit any third party to): (i) use the Services to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Neumo); (iii) copy, modify or create any derivative work (iv) RESERVED; (v) publicly disseminate performance information regarding the Services (vi) use the Services to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt their security, integrity or operation; (viii) use the Services except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; or (ix) use the Services to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights

of publicity or privacy) without first obtaining the permission of the owner. Services are not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Services in, or in conjunction with, High Risk Use.

- All Services will be performed remotely. If and when travel and/or on-site performance is required, Client shall reimburse Contractor for reasonable travel and other out-of-pocket expenses associated with the performance of on-site services including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Travel and expense costs will be billed to Client in arrears.

(EXHIBIT 1 TO FOLLOW)

EXHIBIT 1 TO SOW #1

DISTRIBUTION OF FUNDS DESIGNATIONS

Client hereby authorizes Contractor to distribute STR payment funds in accordance with the designations set forth below:

Agency	Routing #	Account #	Distribution %

CLIENT ATTESTATION AND VERIFICATION

City of Coachella hereby verifies and attests that the distribution of funds details set forth in this Exhibit 1 are true, correct, and accurate as of the signature date below. Client acknowledges that Contractor is strictly relying on the accuracy of the information provided by Client in this Exhibit 1 and that Client is solely responsible for providing advance notice to Contractor of any changes in accordance with the specifications set forth in the SOW to which this Exhibit is appended.

CLIENT:

CITY OF COACHELLA, CA

By: _____

Name:

Title:

Date:

(END OF SCHEDULE A- SOW #1)

SCHEDULE B:
STATEMENT OF WORK #2
TITLE: BUSINESS LICENSE ADMINISTRATION SERVICES

A. Business License Administration Services

1. Services Performed: NEUMO will perform business license administration services for the collection of Business License fees on behalf of CLIENT. This includes sending annual renewal notifications, collecting payments for business license fees, and issuing, printing, and mailing approved licenses to businesses. Additionally, NEUMO will provide delinquency follow-ups as well as notifications to all business who fail to include required documentation with their annual business license new/renewal applications.
2. Fee Remittance: Business license payments shall be remitted to ADDRESS. Upon reasonable notice to CLIENT, NEUMO may change the P.O. Box for City of Coachella payments. Subject to a 3-4% convenience fee, businesses will also have the option to pay via ACH debit or ACH credit (upon approval).
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as designated by the CLIENT.
4. Posting Process: Business accounts are posted with payment information captured in the NEUMO revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change are captured and added to payment data and taxpayer master file (as determined necessary by NEUMO). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining fees due plus any required penalties.
5. Distribution of Funds Changes: It is the CLIENT's responsibility to ensure distribution of funds information (including designated recipients, account numbers, and distribution percentages) remains current and up to date throughout the term of this Agreement. In the event any changes are required, CLIENT must provide written notification to NEUMO using the Distribution of Funds Change Notice Template and instructions set forth in ***Exhibit A***. CLIENT understands that it may take up to thirty (30) calendar days for the changes to become effective. CLIENT is responsible for logging into the Government Service portal and reviewing monthly reports to ensure all changes are properly reflected.
6. Government Services Portal: NEUMO will maintain loud based, self-service, interactive Government Services Portal; this interactive portal gives the CLIENT access to detailed online reporting, which includes, but is not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT.
7. Fees for Business License Administration services:

i. NEUMO will receive an amount equal to Fifteen Dollars ($20.00) per business license notice mailed.

ii. NEUMO archives all original licenses/applications. If a CLIENT wants a copy of the original license application, there is a fee equal to Five Dollars ($5.00) per business license/application that will be charged to CLIENT for the mailing or faxing.

iii. Fees will be escalated by five percent (5%) on an annual basis (on the anniversary of the Effective Date of this Agreement).

EXHIBIT A - DISTRIBUTION OF FUNDS CHANGE NOTICE TEMPLATE

(TO FOLLOW)

INSTRUCTIONS: *IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO NEUMO OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS USING THE TEMPLATE SET FORTH IN THIS EXHIBIT B. IF AND WHEN APPLICABLE, CLIENT SIGNED DISTRIBUTION OF FUNDS CHANGE NOTICE SHALL BE EMAILED (DELIVERY CONFIRMATION ENABLED) AS FOLLOWS:*

- ***TO:*** *CONNIE.TAYLOR@NEUMO.COM*
- ***SUBJECT LINE:*** **City of Coachella– DISRIBUTION OF FUNDS CHANGE NOTICE**

neumo

DISTRIBUTION OF FUNDS CHANGE NOTICE

CLIENT NAME: City of Coachella

Change Effective Date*: _____
(*30 Days advance written notice required***)**

Funds will be distributed in the account(s) set forth below:

Table 1: Distribution of Funds

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Business License

Verification:

By signing below, **City of Coachella** certifies that the distribution details in Table 1 are accurate and complete as of the signature date below.

City of Coachella

By: _____

Name:

Title:

Date:

STAFF REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo Romo, City Manager

PREPARED BY: Gustavo Romo, City Manager

Ryan Guiboa, City Attorney

SUBJECT: A Public Hearing to Consider an Urgency Ordinance Extending the Temporary Moratorium on Data Center Development for 10 Months and 15 Days and Issuance of Written Report Pursuant to California Government Code Section 65858

STAFF RECOMMENDATION:

Staff recommends that the City Council consider (1) issuing a Written Report describing measures taken to alleviate conditions that led to the adoption of Urgency Ordinance No. 1229; and (2) adopting the proposed Urgency Ordinance, by a four-fifths (4/5) vote, extending a temporary moratorium on the acceptance, processing, and approval of any applications, permits, entitlements, or other approvals for data center development within the City of Coachella for an additional 10 months and 15 days, pursuant to California Government Code, Section 65858, effective immediately upon adoption.

EXECUTIVE SUMMARY:

Advances in cloud computing, artificial intelligence, cryptocurrency processing, large-scale digital storage, and high-density computing have resulted in a substantial increase in proposals for large industrial-scale data centers throughout California and the western United States. Communities with data centers have experienced detrimental effects, including, but not limited to, intensive energy and water use, air pollution and climate impacts, and noise pollution.

On June 4, 2026, the City Council adopted an Urgency Ordinance imposing a temporary 45-day moratorium on the approval of any data center development. The intent of this moratorium was to provide staff the time necessary to: (1) evaluate the energy, water, climate, air quality, and land use impacts associated with large-scale data center development; (2) review the regulatory approaches adopted by other California jurisdictions; and (3) develop appropriate zoning regulations and development standards for City Council consideration and to evaluate whether these uses are supported within the City.

Staff now requires additional time to ensure that proposed changes to the City's Municipal Code are considered by the City Council and, if approved, enacted prior to the lapse of the current prohibition of data center uses in the City. As a result, this staff report provides for the City Council to adopt an Urgency Ordinance, pursuant to California Government Code Section 65858, extending a temporary moratorium on the approval of any data center development for an additional 10 months and 15 days. This staff report also includes a progress report ("Written Report") describing the measures being taken by City staff to alleviate the conditions that gave rise to the need for the moratorium.

DISCUSSION/ANALYSIS:

The Coachella Valley is experiencing intensifying pressure from data center developers seeking sites in the Inland Empire and desert regions of Southern California. The focus on the Coachella Valley is not surprising given the amount of vacant land available and the need to monetize these developments at a larger scale. Nevertheless, data centers are among the most energy- and water-intensive land uses that can be developed. As a result, their proliferation across the region has triggered zoning reviews and regulatory action by some California cities and counties.

Data center developments are known to create significant impacts to communities. These impacts include rising electricity demand and potential ratepayer costs. A modern AI data center can use as much power as roughly 100,000 homes and some projections suggest data centers could account for up to 12% of U.S. electricity consumption by 2028. Utilities may need substantial investments in generation, transmission, and substations. Data centers also require significant amounts of water with projected estimates of AI-related data centers requiring up to 32 billion gallons of water annually in the U.S. by 2028. Long-term groundwater depletion, imported water supply constraints, and ongoing drought conditions is a major concern in water-stressed regions like the Coachella Valley.

Additionally, many data centers rely on fossil-fuel generation and diesel backup systems that emit high levels of pollutants such as nitrogen oxides and fine particulate matter, contributing to air pollution and climate impacts. Further, noise impacts from construction activity, cooling equipment, and backup generators have led to reported sleep disruption, headaches, and reduced quality of life by residents living near data centers.

Finally, it should be noted that the City's existing zoning code and development standards were adopted before the emergence of data centers and, therefore, do not adequately regulate the intensity, utility demand, operational characteristics, environmental impacts, or cumulative impacts associated with such facilities.

Given these characteristics, consideration of any data center project, especially large-scale data center projects, would create a current and immediate threat to the public health, safety, or welfare in the absence of reasonable zoning and other regulations.

Proposed Urgency Ordinance Extending Moratorium

California Government Code Section 65858 authorizes a city to adopt, as an urgency measure, an interim ordinance prohibiting land uses that may conflict with contemplated general plan, specific plan, zoning, or development standard amendments that the City is studying or intends to study within a reasonable time. California Government Code Section 65858 further requires that the City Council find that there exists a current and immediate threat to the public health, safety, or welfare, and that the approval of additional use permits, building permits, subdivisions, variances, or other entitlements would result in that threat to public health, safety, or welfare. On June 4, 2026, the City Council adopted Urgency Ordinance No. 1229, which enacted a moratorium on the approval of any land use entitlement for a "Data Center" in the City of Coachella.

A "Data Center" was defined in the ordinance as:

> " .. *a structure or site used primarily for the storage, management, processing, and transmission of digital data and that houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage, processing, and related operations. Data center uses include data storage facilities, small data storage facilities, server farms, artificial intelligence training or processing, image processing, cloud computing, email servicing, and other similar uses and appurtenant facilities*."

Pursuant to California Government Code Section 65858, the Urgency Ordinance No. 1229 established a 45-day moratorium on data center development. California Government Code Section 65858 authorizes the City Council to extend the moratorium for an additional 10 months and 15 days, and requires the City to prepare a progress report describing the measures being taken to alleviate the conditions that gave rise to the need for the moratorium.

This Urgency Ordinance proposes extending the moratorium for an additional 10 months and 15 days to ensure that proposed changes to City's Municipal Code that are approved by City Council are enacted prior to the lapse of the current prohibition of data center uses in the City. The statutorily required Written Report is attached to this staff report.

Written Report

The Written Report is submitted in accordance with Government Code Section 65858(d), which requires a written report describing the measures taken to alleviate the threat to the public health, safety, or welfare caused by the potential development of a data center within the City that led to the adoption of a temporary moratorium prior to any extension of that moratorium.

Urgency Ordinance No. 1229, establishing a 45-day moratorium, was enacted in response to growing concerns regarding:

- The threats data centers pose to electrical infrastructure and grid reliability;
- The concerns data centers raise with respect to water supply and drought resiliency;
- The public health impacts caused by data centers; and
- The concerns data centers raise with respect to fire and emergency response and public safety generally.

Since the adoption of Urgency Ordinance No. 1229, City staff has undertaken the following efforts to study and address these concerns:

1. **Review of Existing Regulations**: Staff has conducted a comprehensive review of Title 17 of the Coachella Municipal Code, as well as other current municipal code provisions that would regulate potential data centers within the City.
2. **Research of Best Practices**: Staff has examined regulatory frameworks used by other California cities to effectively mitigate the impact of data centers on infrastructure, utilities, and public health and safety.
3. **Public Engagement**: The City has held public hearings to discuss the presence of data centers within the City between members of the community.
4. **Zoning Analysis**: Staff has evaluated zoning strategies to best regulate the presence of data centers within the City.
5. **Coordination with Legal Counsel**: The City Attorney's Office has been consulted to ensure any proposed regulations are legally defensible and consistent with state law.

Based on the above efforts, staff is preparing a proposed ordinance to amend Title 17 of the Coachella Municipal Code to consider permanently prohibiting data centers and related uses within the City. This proposed ordinance is currently scheduled to go before the Planning Commission on July 18, 2026, and it is thereafter scheduled to go before the City Council at the August 12, 2026, regularly-scheduled meeting for introduction and first reading.

Required Findings

The findings in Urgency Ordinance No. 1229 regarding data centers, detailing their emerging nature; their threats to electrical infrastructure and grid reliability; the concerns they raise with respect to water supply and drought resiliency; their public health impacts; and the concerns they raise with respect to fire and emergency response, and public safety generally, are still applicable as staff continues to study and prepare appropriate zoning regulations and development standards for data centers within the City.

RECOMMENDED ACTION:

Issue the Written Report and adopt Urgency Ordinance as presented, extending a moratorium on data center development for an additional 10 months and 15 days pursuant to Government Code Section 65858, effective immediately upon adoption by a four-fifths vote.

ALTERNATIVE ACTION:

Do not adopt the Urgency Ordinance extending the moratorium, thus allowing the moratorium to expire on July 19, 2026.

FISCAL IMPACT:

Adoption of this Urgency Ordinance is not expected to have a significant direct fiscal impact on the City.

ATTACHMENT

1. Urgency Ordinance No. 1230
2. Written Report: Measures Taken to Alleviate Conditions Which Led to Adoption of Urgency Ordinance No. 1229

URGENCY ORDINANCE NO. 1230

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65858 EXTENDING URGENCY ORDINANCE NO. 1229, WHICH ENACTED A MORATORIUM ON THE APPROVAL OF ANY LAND USE ENTITLEMENTS AND/OR AGREEMENTS TO ALLOW THE OPERATION OF DATA CENTERS IN THE CITY OF COACHELLA, FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS

THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. *Urgency Findings*. In accordance with California Government Code Section 65858 and in order to protect the public health, safety and welfare, the City Council of the City of Coachella adopts the following findings in support of this Urgency Ordinance and finding that there is a current and immediate threat to the public health, safety or welfare of the residents of the City of Coachella:

A. Authority and Purpose.

1 California Government Code Section 65858 authorizes a city council to adopt, as an urgency measure, an interim ordinance prohibiting an identified land use that may conflict with contemplated general plan, specific plan, zoning, or development standard amendments that the City is studying or intends to study within a reasonable time.

2. California Government Code Section 65858 further requires that the City Council find that there exists a current and immediate threat to the public health, safety, or welfare, and that the approval of additional use permits, building permits, subdivisions, variances, or other entitlements regarding an identified land use would result in that threat to public health, safety, or welfare.

3. On June 4, 2026, the City Council approved Urgency Ordinance No. 1229 in accordance with Government Code section 65858, enacting a forty-five (45) day moratorium on the approval of any land use entitlement and/or agreement that would allow the operation of data centers in the City ("Moratorium").

4. A “data center” as defined herein in Section 2 below, without appropriate study and standards, could impose substantial and potentially irreversible impacts on local water supplies, electrical infrastructure, air quality, and community character.

5. The City of Coachella is continuing to studying potential amendments to its General Plan, Zoning Ordinance, development standards, infrastructure policies, utility allocation procedures, environmental review thresholds, and performance standards relating to the establishment, expansion, and operation of data centers and high-intensity digital infrastructure uses to determine appropriate regulatory standards or, alternatively, their prohibition.

6. The City requires additional time to ensure that proposed changes to City’s Municipal Code that may be approved by the City Council are enacted prior to the lapse of the current prohibition of data center uses in the City.

7. The City Council further finds that, absent an extension of the Moratorium, applications for new data centers or conversion of existing structures into data centers could be submitted, processed, and vested under existing regulations before the City adopts updated regulations specifically tailored to address the unique operational, environmental, infrastructure, and public safety impacts associated with such uses.

8. The City Council desires to extend the Moratorium for an additional ten (10) months and fifteen (15) days, pursuant to Government Code section 65858, through June 4, 2027.

9. The City Council incorporates by reference its findings in Urgency Ordinance No. 1229 regarding data centers, detailing their emerging nature; their threats to electrical infrastructure and grid reliability; the concerns they raise with respect to water supply and drought resiliency; their public health impacts; and the concerns they raise with respect to fire and emergency response, and public safety generally.

B. Need for Immediate Extension of Moratorium.

1. The City Council finds that there is still a current and immediate threat to the public health, safety, and welfare arising from the potential establishment of data centers under the City’s existing zoning and development regulations, which were not designed to address the unique and intensive operational characteristics of such uses.

2. The City Council further finds that the approval of additional land use entitlements, building permits, grading permits, use permits, variances, subdivisions, or any other applicable approvals for data center development

during the period in which the City continues to study appropriate regulatory controls would result in and exacerbate the threats identified herein.

3. The City Council additionally finds that, without the immediate extension of the Moratorium, developers could obtain vested rights or approvals under existing regulations before the City has an opportunity to complete the studies and adopt reasonable regulations necessary to protect the public health, safety, and welfare.

4. The City Council finds that extending the Moratorium is necessary to preserve the status quo while the City consider appropriate amendments to its General Plan, Zoning Ordinance, development standards, utility allocation policies, environmental review procedures, and/or public safety regulations applicable to data centers.

5. The City Council finds that the adoption of this urgency ordinance is necessary for the continued preservation of the public peace, health, safety, and welfare pursuant to California Government Code Section 65858 and the City's police powers under Article XI, section 7 of the California Constitution.

6. Based upon all evidence contained in the administrative record, the City Council hereby finds that this interim urgency ordinance is necessary to continue avoiding current and immediate threats to the public health, safety, and welfare pending completion of the studies and regulatory actions described herein.

SECTION 2. Moratorium Extension. The City of Coachella shall continue not to issue or approve any General Plan Amendment, Specific Plan Amendment, zone change, building permit, occupancy permit, conditional use permit, variance, subdivision map or other land use entitlement, agreement or permit or regulatory license or permit required to comply with the provisions of the City of Coachella Municipal Code for the construction, operation or development of a "data center" by any private or public entity on any property within the City during the time that this Urgency Ordinance is in effect, and continuing for the time set forth in any action taken to extend this moratorium.

For purposes of this Urgency Ordinance, "data center" shall mean a structure or site used primarily for the storage, management, processing, and transmission of digital data and that houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage, processing, and related operations. Data center uses include data storage facilities, small data storage facilities, server farms, artificial intelligence training or processing, image processing, cloud computing, email servicing, and other similar uses and appurtenant facilities.

SECTION 3. Compliance with California Environmental Quality Act. The City Council finds that this Urgency Ordinance is not subject to the California Environmental

Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of zoning code revisions and related impact studies.

SECTION 4. Effective Date. This Urgency Ordinance was adopted by the necessary four-fifths vote of the members of the City Council pursuant to California Government Code Section 65858, and shall take effect immediately upon its adoption.

SECTION 5. Written Report. At least 10 days before Urgency Ordinance No. 1229 or any extension expires, the City Council shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of Urgency Ordinance No. 1229 or any extension.

SECTION 6. Publishing. The City Clerk shall certify to the passage of this Urgency Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Coachella, California.

SECTION 7. Term. This Ordinance is an Urgency Ordinance, enacted pursuant to Government Code section 65858. This Urgency Ordinance extends the Moratorium for an additional ten (10) months and fifteen (15) days. As a result, the Moratorium shall be operative through June 4, 2027, and subsequently, be of no further force or effect, unless and until extended in accordance with Government Code, Section 65858.

APPROVED and **ADOPTED** by the City Council and signed by the Mayor and attested by the City Clerk this 8th day of July, 2026.

_____
Mayor
City of Coachella

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATUS REPORT
7/8/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo Romo, City Manager

SUBJECT: Written Report Pursuant to Government Code section 65858: Measures Taken to Alleviate Conditions Which Led to Adoption of Urgency Ordinance No. 1229

This report is submitted in accordance with Government Code Section 65858(d), which requires a written report describing the measures taken to alleviate the threat to the public health, safety, or welfare caused by the potential development of a data center within the City that led to the adoption of a temporary moratorium prior to any extension of that moratorium.

On June 4, 2025, City Council adopted Urgency Ordinance No. 1229, establishing a 45-day moratorium on the approval of any land use entitlement and/or agreement that would allow the operation of data centers in the City. The moratorium was enacted in response to growing concerns regarding:

- The threats data centers pose to electrical infrastructure and grid reliability;
- The concerns data centers raise with respect to water supply and drought resiliency;
- The public health impacts caused by data centers; and
- The concerns data centers raise with respect to fire and emergency response, and public safety generally.

Since the adoption of Urgency Ordinance No. 1229, City staff has undertaken the following efforts to study and address these concerns:

1. **Review of Existing Regulations**: Staff has conducted a comprehensive review of Title 17 of the Coachella Municipal Code, as well as other current municipal code provisions that would regulate potential data centers within the City.
2. **Research of Best Practices**: Staff has examined regulatory frameworks used by other California cities to effectively mitigate the impact of data centers on infrastructure, utilities, and public health and safety.
3. **Public Engagement**: The City has held public hearings to discuss the presence of data centers within the City between members of the community.
4. **Zoning Analysis**: Staff has evaluated zoning strategies to best regulate the presence of data centers within the City.
5. **Coordination with Legal Counsel**: The City Attorney's Office has been consulted to ensure any proposed regulations are legally defensible and consistent with state law.

Based on the above efforts, staff is preparing a proposed ordinance to amend Title 17 of the Coachella Municipal Code that would permanently prohibit data centers and related uses within the City. This proposed ordinance is currently scheduled to go before the Planning Commission on July 18, 2026, and it is thereafter schedule to go before the City Council at the meeting on August 12, 2026. If the City Council decides to approve the permanent prohibition, it would go into effect after the end of the 45-day moratorium imposed by Urgency Ordinance No. 1229.

To avoid a lapse in the prohibition of data centers within the City, staff recommends that the City Council adopt another urgency ordinance extending the moratorium for an additional ten (10) months and fifteen (15) days, through June 4, 2027. This extension of the moratorium ensures that City Council can either, approve the proposed amendment to Title 17 of the Coachella Municipal Code and have it go into effect, or provide staff with alternative direction, before the end of the moratorium.

CONTACT INFORMATION
For questions or additional information, please contact:
Gustavo Romo
City Manager
(760) 398-3502
gromo@coachella.org