

City of Coachella  
Professional Services Agreement Fiscal Year 2020-21  
With Greater Coachella Valley Chamber of Commerce

Section 1.     Parties

This agreement is made and entered into when executed herein by and between the City of Coachella (“City”) and the Greater Coachella Valley Chamber of Commerce (“Chamber”). City and Chamber are sometimes individually referred to as “Party” and collectively as “Parties”.

Section 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.

Section 3.     Scope of Work

The Chamber shall

- a. Pro-actively market 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. 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 within the City. Specifically, these quarterly reports should be coordinated with the agreed consideration noted in Section 5, and submitted to the City Liaison by the end of September, December, March and June.

Section 4.     Duration of Contract

The term of this agreement shall commence on July 1, 2020 and expire June 30, 2021.

Section 5.        Consideration

As consideration for the services provided in Section 3, the City will compensate the Chamber the sum of \$8,675 on a quarterly basis (disbursed in July, October, January, April), for a total amount of \$34,700.

Section 6.        Independent Contractor

The City and Chamber intend that an independent contractor relationship be created by this Agreement. The Chamber and anyone affiliated with the Chamber for the purpose of this agreement is not considered an employee of the City for any purpose, and neither the Chamber nor any of its employees shall be entitled to any of the benefits of the City provides to employees, including health insurance, sick time, annual leave, or workers compensation. The Chamber specifically represents and stipulates that it is engaged in the business of providing the services set forth in this agreement, whether or not for profit, and that the Chamber is fully registered and legally authorized to conduct such business and pays all necessary taxes and assessments levied against such business.

Section 7.        Suspension, Termination and Close Out

If the Chamber fails to comply with the terms and conditions of this agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this agreement with a 60-day notice.

Section 8.        Changes, Amendments, and Modifications

The City may, from time to time, request changes and modifications to Section 3, Scope of Work, referring to any additional events and services, to be performed hereunder.

Section 9.        Assignability

The Chamber shall not assign any interest in this agreement, and shall not transfer any interests in the agreement without prior written consent of the City.

Section 10.       Reports and Information

The Chamber shall at such time and in such form as the City may require, furnish the City periodic reports, including an accounting for the expenditures of the City funds, as it may request pertaining to the services rendered pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, or for any other matters covered by this agreement.

Section 11.       Compliance and Local Laws

The Chamber shall comply with all applicable laws, ordinances, and codes of the state and local government and the Chamber shall hold and save the City harmless with respect to any damages arising from any tort done in performing and of the work embraced by this agreement.

Section 12. Liability and Indemnification

The Chamber agrees to hold the City harmless and shall indemnify and defend all claims. Demands, or suits of law or equity arising from negligent or intentional wrongful actions or omissions of the Chamber or the Chamber's officials or agents in providing services under this agreement except to the extent arising in whole or in part from the actions of the City or City's officials or agents.

This Agreement contains all terms and conditions agreed to by the City of Coachella and the Greater Coachella Valley Chamber of Commerce.

In Witness Whereof, the City of Coachella and the Greater Coachella Valley Chamber of Commerce have executed this Agreement as of the date and year last written below:

City of Coachella

Greater Coachella Valley Chamber of Commerce

\_\_\_\_\_  
Steven Hernandez  
Mayor

\_\_\_\_\_  
Joshua Bonner  
President and CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrea Carranza, Deputy City Clerk

Approved As To Form

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

## Exhibit "A"

### Business Services and Events, Tourism and Cultural Services

1. Business Services
  - a. Business Advocate - Generally, promote the economic interests of the City through advocacy and business marketing.
  - b. Visitor Center - Direct, staff and run the City's Visitor Center. Hours of operation are Monday through Thursday, 8:30 AM to 4:30 PM.
  - c. Directory of Business - Make available through digital and/or printed products, as well as direct customer support, a directory of business in Coachella.
  - d. Information Regarding Economic Development - Supply and make on hand information from the City regarding local economic initiatives, programs and support.
  - e. Housing Information - Supply and make on hand information from the City and local property management companies information regarding local housing.
  - f. Business License Information - Supply and make on hand information from the City regarding acquiring business license.
  - g. Public Outreach – Supply and make on hand information from the City regarding General Plan, City Business Initiatives/Programs.
  - h. Digital Campaigns - Support Local Restaurant, Hospitality or Other Relevant Business, to include social media and other digital platforms.
2. Events
  - a. Coachella State of the City and Business Awards Gala – Plan, Market and Execute event on behalf of the City. City will offer input and guidance on event agenda, working in cooperation with the Mayor of Coachella. Chamber will retain operational control, including purchasing decisions, price points and revenues.
3. Cultural Activities (as allowable due to COVID-19 restrictions)
  - a. Support the City's El Grito Festival in partnership with the City and Sponsors – Separate Agreement will be executed to detail roles and responsibilities of each party.
  - b. Promote the City's Movies in the Park Program – Utilize marketing avenues to raise public awareness.
  - c. Promote the City's Day of the Young Child Event – Utilize marketing avenues to raise public awareness.
  - d. Promote the Run with los Muertos Event – Utilize marketing avenues to raise public awareness.
  - e. Work with City to Develop and Propose New Events
4. Tourism
  - a. Support the City's Tourism Outreach for Local Events and Business through Visitor Center and marketing outlets.
  - b. Support City's Mexicali Sister Cities Agreement

\*\*Due to the COVID-19 public health crises, some services may be altered, delayed or not execute. Services not rendered will void any required payment on the part of the City for those services.

EXHIBIT "B"

<b>City of Coachella Contract Service</b>	<b>Annual Labor Hours</b>	<b>Hard Cost</b>	<b>Staff Expense</b>	<b>Total Expenses</b>	<b>Total Revenue Other (profits)</b>	<b>2020-2021 City Funding</b>	<b>Total Revenue Profits &amp; City</b>	<b>Net Revenue</b>
Visitor Center	1664	\$0	\$58,240	<b>\$58,240</b>	\$0	29500	<b>\$29,500</b>	<b>-\$28,740</b>
State of the City/Business Awards Gala	171	\$9,200	\$5,985	<b>\$15,185</b>	\$17,418	3200	<b>\$18,472</b>	<b>\$3,287</b>
Marketing		\$2,000		<b>\$2,000</b>	\$0	2000		
	<b>2623</b>	<b>\$31,807</b>	<b>\$91,805</b>	<b>\$121,612</b>	<b>\$52,868</b>	<b>\$34,700</b>	<b>\$97,313</b>	<b>-\$25,453</b>

Notes:

Standard labor rates billed at \$35 an hour.