



COLLABORATIVE GOVERNANCE STRUCTURE
SIGNED PARTNERSHIP AGREEMENT
BY AND AMONG:

1. City of Coachella
2. GRID Alternatives Inland Empire
3. Southern California Mountains Foundation (Urban Youth Conservation Corps)
4. Bound Corporation
5. The LEAP Institute
6. Alianza Coachella Valley
7. Desert Recreation District
8. Regents of the University of California (UC Berkeley)
9. Kounkuey Design Initiative
10. Center for Employment Training

City of Coachella | EPA Community Change Grant | April 2024

COACHELLA PROSPERA

PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE GOVERNANCE STRUCTURE
FOR THE COACHELLA PROSPERA CLIMATE JUSTICE COMMUNITY CHANGE GRANT

by and among

THE CITY OF COACHELLA

and

GRID ALTERNATIVES INLAND EMPIRE
DESERT RECREATION DISTRICT
KOUNKUEY DESIGN INITIATIVE
CENTER FOR EMPLOYMENT TRAINING
BOUND CORPORATION
THE LEAP INSTITUTE
ALIANZA COACHELLA VALLEY
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (URBAN YOUTH CONSERVATION CORPS)
REGENTS OF THE UNIVERSITY OF CALIFORNIA (UC BERKELEY)

Dated April 24, 2024

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**PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE GOVERNANCE
STRUCTURE FOR THE COACHELLA PROSPERA CLIMATE JUSTICE
COMMUNITY CHANGE GRANT**

This PARTNERSHIP AGREEMENT for the Collaborative Governance Structure for the COACHELLA PROSPERA ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM INITIATIVE ("Partnership Agreement") is made and entered into this 24th day of April, 2024, by and between the City of Coachella, a California general law city and municipal corporation ("City"); GRID Alternatives Inland Empire ("GRID"); Bound Corporation ("Bound"); Southern California Mountains Foundation ("Conservation Corps"); The LEAP Institute ("LEAP"); Alianza Coachella Valley ("Alianza" or "Community Engagement Partner" and "Statutory Partner"); Desert Recreation District ("DRD"); Kounkuey Design Initiative ("KDI" or "Community Strength Partner"); Center for Employment Training ("CET"); the Regents of the University of California, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by the Regents of the University of California at Berkeley ("UC Berkeley" or "Data Evaluation Partner"); (each a "Project Partner" and collectively the "Project Partners"); Together, the Project Partners, Statutory Partner, Data Evaluation Partner, Community Engagement Partner, and Community Strength Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

A. The U.S Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR) awards grants for the development and implementation of transforming disadvantaged communities into healthy, climate resilient, and thriving communities for their current and future residents as part of the Environmental and Climate Justice Community Change Grants (EPA CCG) program.

B. City is the Lead Applicant and Grantee with Alianza Coachella Valley as the Statutory Partner applying to the EPA for a CCG grant ("EPA CCG Grant") to fund a range of projects that will reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the COACHELLA PROSPERA community of the City of Coachella, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Project Area"). The proposed program will hereafter be referred to as "COACHELLA PROSPERA."

C. EPA Partners are organizations or public entities, authorized to lead community-based projects, who have demonstrated the organizational capacity to support the City in the implementation of the COACHELLA PROSPERA projects and plans.

D. Parties have individually and collectively engaged the residents and stakeholders in the project area in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the COACHELLA PROSPERA. The City and the Partners believe the COACHELLA PROSPERA collaborative can positively transform Coachella, achieving strong public health and economic goals and significantly reducing greenhouse gas emissions.

E. Partners fully support the objectives, goals, strategies, and projects identified under the EPA grant application that was proposed by the City for approval by the EPA ("Environmental and Climate Justice Community Change Grants Program Application"), and the Partners agree to be Co-Applicants for the EPA Grant Application.

F. EPA requires this Partnership Agreement to set forth the agreed upon governance structure and terms of operation required to implement the COACHELLA PROSPERA, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into a Partnership Agreement as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the EPA Grant and the implementation of the COACHELLA PROSPERA in the Project Area.

H. Parties acknowledge and agree that other Partners may be added to this Partnership Agreement from time to time.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

1.1 General. The definitions set forth in the above recitals, in the EPA Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.

1.2 EPA. "EPA" shall mean the Environmental and Climate Justice Community Change Grants Program.

1.3 EPA Guidelines. "EPA Guidelines" shall mean the 2023 EPA Environmental and Climate Justice Community Change Grants Program Guidelines.

1.4 Application. "Application" shall mean the EPA Grant Application for funding submitted by City.

1.5 Bi-monthly. "Bi-monthly" shall mean every other month.

1.6 Budget. "Budget" shall mean the budget for a particular Project.

1.7 Budget Report. "Budget Report" shall mean the report containing the budget for a particular Project, which breaks down cost by task and lien item.

- 1.8 Close-out Report. "Close-Out Report" shall mean the report submitted to the City of Coachella at the conclusion of an individual Project.
- 1.9 Project. "Project" shall mean a project implemented with EPA Grant Funds.
- 1.10 Community Engagement Plan. "Community Engagement Plan" shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.
- 1.11 Data Collection Plan. "Data Collection Plan" shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements the EPA Grant Agreement and pursuant to the wishes of the Advisory Council.
- 1.12 Community Strength Plan. "Community Strength Plan" shall mean the plan that addresses the displacement prevention needs of the community.
- 1.13 Coachella Prospera Plan. "COACHELLA PROSPERA Plan" or "Plan" shall mean all aspects of the project plan required by the City and its Partners in the EPA Grant Agreement.
- 1.14 GHG. "GHG" shall mean "Green House Gas."
- 1.15 Grant Term. "Grant Term" shall mean the term of the EPA Grant Agreement.
- 1.16 Hub. "Hub" shall mean a subcommittee or subset of the Advisory Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Advisory Council with regard to this focus.
- 1.17 Indicator Report. "Indicator Report" shall mean a report that tracks and reports Indicator Tracking for a Project.
- 1.18 Indicator Tracking. "Indicator Tracking" shall mean the tracking and assessment of certain elements to measure the overall impact of the Project investments, as outlined in the EPA Guidelines.
- 1.19 Indicator Tracking Plan. "Indicator Tracking Plan" shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for Projects.
- 1.20 Lead Applicant. "Lead Applicant" shall mean the City of Coachella. The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities. The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs. The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project.
- 1.21 Advisory Council. "Advisory Council" shall mean the advisory body to the Lead Applicant.
- 1.22 Leverage Funding. "Leverage Funding" shall mean the funding, other than EPA Grant funds, used to supplement EPA Grant funds for the completion of all or a portion of a Project.

1.23 Notice to Proceed. "Notice to Proceed" shall mean the notice issued by the City to all Partners once the EPA Grant Agreement has been fully-executed by and between the City and EPA.

1.24 Performance Period. "Performance Period" shall mean the period of time beginning immediately upon the completion of a Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.25 Community. "Community" shall mean those residents and stakeholders in the Project Area.

1.26 Subcontractor. "Subcontractor" shall mean any third party used by any Partner to perform any work in furtherance of a Project.

1.27 EPA Grant Agreement. "EPA Grant Agreement" shall mean the agreement entered into by and between the City and the SGC.

1.28 EPA Guidelines. "EPA Guidelines" shall mean the EPA Program Guidelines for 2023 released on December 21,2023.

1.29 Workforce Development Plan. "Workforce Development Plan" shall mean the plan that governs workforce development and training programs that train participants for jobs and skills and recruit and serve Project Area residents.

1.30 Working Group. "Working Group" shall mean a group consisting of the members of the Advisory Council and the Coachella Prospera, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.

1.31 Work Plan. "Work Plan" shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular Project.

1.32 Work Product. "Work Product" shall mean any writings, notes, memoranda, reports, research, and useable data, whether created or collected by a Partner or a Subcontractor of a Partner, generated in connection with the planning or implementation of the COACHELLA PROSPERA.

1.33 Statutory Partner. "Statutory Partner" shall mean Alianza Coachella Valley, a community-based, nonprofit organization who is collectively referred to as a Collaborating Entity with the programmatic and managerial capability to successfully complete, oversee and manage the award.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. City and its Partners intend that this Partnership Agreement shall conform to and satisfy all requirements of the EPA Guidelines and the EPA Grant Agreement. Each Party's performance shall be conducted in accordance with the EPA Grant Agreement, the EPA Guidelines, and this Partnership Agreement (hereafter collectively the "Performance Terms").

2.2 Acknowledgement. Each Party acknowledges that it has reviewed the Performance Terms, participated in the preparation of the COACHELLA PROSPERA Plan and the EPA Grant Application, and is fully committed to the goals and requirements of the Performance Terms.

Section 3. PURPOSE AND GOALS.

3.1 Purpose. The purpose of this Partnership Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer EPA Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:

- a. Implementing activities, programs, strategies, and projects as set forth in the EPA Grant Agreement;
- b. Promoting the execution of objectives and goals set forth in the EPA Grant Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to the EPA Grant; and
- d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.

3.2 Goals. Each Party affirms that the COACHELLA PROSPERA is intended to create the necessary conditions for public and private investment in the project area of Coachella Prospera to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

Section 4. RESPONSIBILITIES OF ALL PARTIES.

4.1 Mutual Cooperation. Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Partnership Agreement and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the Federal government, including all grant-related reporting and documentation.

4.2 Leveraging of Available Funds. Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging

available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the COACHELLA PROSPERA project area.

4.3 Communication. Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. CITY - ROLE AND RESPONSIBILITIES.

5.1 Lead Applicant and Grantee. City shall be the Lead Applicant and shall execute the EPA Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights throughout the implementation of the grant. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the COACHELLA PROSPERA project for the length of the EPA Grant Term. City acknowledges that it:

- a. Has reviewed the FY 2023 U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights Community Change Grants Program NOFO, Final Guidelines, and related guidance from the EPA;
- b. Has participated in the preparation of the COACHELLA PROSPERA proposed project and Application; and
- c. Is fully committed to the goals and requirements of the NOFO, the COACHELLA PROSPERA Projects, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Advisory Council.

5.3 Working Group Participation. City shall participate in every Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Economic Development Department.

5.4 Grant Administration. City shall serve as the administrator of the EPA Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for Projects. City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the EPA Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the EPA Grant funding to Partners. In the event additional time is needed to allow the EPA to process the requesting

Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement. Should the City of Coachella qualify to receive advance pay, it will develop and provide a process for its Partners to request and receive pay, and require all Partners to comply with the reporting terms. Advance Payment is for agencies and nongovernmental entities with low cash reserves that serve under resourced communities, to carry out approved program activities. Advance Payments can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, the Grantee must do the following:

- Demonstrate good standing with the IRS
- Compile and provide spending plans for each Partner receiving advance payment
- Complete an advance payment request form with supporting documentation
- Sign an agreement that they will:
 - Revert all unused moneys to the federal government if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
 - Communicate and document changes to spending plans

Upon receipt of appropriate documentation, funds will be paid to the Grantee and the Grantee will be responsible for dispersing payment to Partners, as approved by EPA. Advance payment funds from EPA must be dispersed into a federally insured and interest-bearing Grantee account to track withdrawals and interest earned. Any accumulated interest is considered CCG Program funds. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

5.6 Financial Support. City shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.

5.7 Oversight of implementation. City shall supervise and coordinate the implementation of activities related to the CCG Grant, including the workforce training and development initiatives, green infrastructure and nature-based solutions, mobility and transportation components, energy efficient housing and buildings; and the community resilience hub of the Coachella Prospera Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Community Engagement Partner, or Community Strength Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.

5.8 Workforce Development. City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.

5.9 Community Engagement. City shall coordinate with the Partners in the implementation of the Community Engagement Plan and be responsive to the Outreach Partner's direction with regard to community outreach and the facilitation of local involvement.

5.10 Community Strength. City shall cooperate with Partners to implement the Community Strength Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of Coachella Prospera.

5.11 Indicator Tracking. City shall work with the Partners and the Advisory Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners

comply with the Indicator Tracking Plan.

5.12 Reporting. The City and its Partners shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the CCG Grant Application and shall carry out all responsibilities associated with its respective Project(s) as directed by the City and in accordance with the Performance Terms.

6.2 Statutory Partner. In addition to being a Co-Applicant, the Statutory Partner shall assist in the oversight and management of the CCG project during the three-year award period. As the Lead Applicant, the City reserves the right to replace the Statutory Partner, if necessary, due to various reasons, including, but not limited to performance issues.

6.3 Representation on Advisory Council. Each Project Partner shall hold one seat on the Advisory Council.

6.4 Working Group Participation. Each Project Partner shall participate in one or more Working Group, based on the respective "project type" that it intends to implement, as outlined in Appendix B to the CCG Guidelines and as appropriate with regard to the size of its Project. Participation in a Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Working Group, joint problem-solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Advisory Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Working Group, taking on the relative duties required of that position.

6.5 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective Project(s) in alignment with the vision of the COACHELLA PROSPERA Plan.

6.6 Implementation of Project. Each Project Partner shall oversee the implementation of its respective Project, in accordance with Performance Terms, and with respect thereto shall:

- a. Secure all necessary governmental approvals, reviews, licenses, or permits;
- b. Immediately notify the City and the Advisory Council of any change in schedule, design, or outcome so that the determination can be made as to whether EPA review and/or a change to the GHG calculation is required;
- c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its Project does not deviate from its intended purposes and the expectations of the Coachella Prospera projects and plans;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete Projects; and

- e. Refrain from using CCG Grant Funding to supplant Leverage Funding.

6.7 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: The Community Engagement Plan, the Workforce Development Plan, and the Community Strength Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency's applicable hiring and procurement statutes.

6.8 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for Projects. City's obligation to pay the Project Partner is an independent obligation from the Project Partners' obligations to pay their respective Subcontractors. With regard to Subcontractors:

- a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.
- b. Project Partners shall manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.
- c. Nothing in this Partnership Agreement or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the Agreement.

6.9 Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward Project objectives, shall routinely update the information management platform regarding Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Advisory Council. Any Partner requesting Advance Payment, if it is made available to the City of Coachella, shall adhere to the process defined in Section 5.5.

6.10 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of five (5) years from the day after the last day of the Performance Period.

Section 7. DATA PARTNER- ROLES AND RESPONSIBILITIES.

7.1 Co-Applicant. Data Partner shall be a Co-Applicant to the CCG Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective Project.

7.2 Representation on the Advisory Council; Reporting Role. Data Partner shall hold a seat on the Advisory Council and shall lead a discussion with the Advisory Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

7.3 Hub and Working Group Participation. As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, the Advisory Council, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.

7.4 Community Engagement. Data Partner, in coordination with the Outreach Partner, shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if Projects are changing attitudes, behavior, health, and circumstances for Coachella Prospera. Data Partner shall identify publicly available data (e.g. Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.

7.5 Tracking. Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the CCG Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the CCG Grant Term:

- a. Work closely with the City, the Advisory Council, and community stakeholders to identify specific indicators that will be tracked over time to understand Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a CCG Grant Agreement. The final list of additional indicators will be approved by the Advisory Council.
- b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e. a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.
- c. Create the Data Collection Plan.
- d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Advisory Council defines and that are required by the State in the CCG Grant Agreement.

7.6 Training. Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the CCG Grant Agreement.

7.7 Support. Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.

7.8 Data Sharing. Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

Section 8. COMMUNITY STRENGTH PARTNER - ROLES AND RESPONSIBILITIES.

81 Co-Applicant. The Community Strength Partner shall be a Co-Applicant to the CCG Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.

82 Representation on Advisory Council; Reporting Role. The Community Strength Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Community Strength Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Advisory Council on related non-displacement efforts.

83 Services and Programs. The Community Strength Partner shall:

- a. Assist with implementation of Inclusionary Housing policies;
- b. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and
- c. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.
- d. Help form a Small Business Alliance and provide grant funding assistance to small businesses who may have code compliance issues.

84 Reporting. The Community Strength Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Advisory Council. The Community Strength Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
 - (1) All reports must be completed using the templates attached to the CCG Grant Agreement or provided by the City.
 - (2) The first reporting period will begin on the start date of the CCG Grant Agreement by and between the City and EPA.
 - (3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.
 - (4) All reports must be signed by the signatory to this Partnership Agreement.

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

- b. Bi-Monthly Progress Reports. The Community Strength Partner shall complete Bi- Monthly Progress Reports using the template attached to a CCG Grant Agreement.
- c. Annual Reports. The Community Strength Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a CCG Grant Agreement, once per year.

Section 9. OUTREACH PARTNER - ROLES AND RESPONSIBILITIES.

9.1 Co-Applicant. Outreach Partner shall be a Co-Applicant to the CCG Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation.

9.2 Representation on Advisory Council; Implementation of Community Engagement Plan. Outreach Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Community Engagement Plan.

9.3 Community Engagement. Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Plan, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations.

9.4 Reporting. Outreach Partner shall track all outreach efforts and provide quarterly updates to the Advisory Council.

Section 10. COLLABORATIVE STRUCTURE.

10.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Advisory Council. Advisory Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the CCG Grant, but the Advisory Council does not have any final decision- making abilities. Advisory Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Collaborative Governance Plan Chart in Exhibit "B", to govern the implementation of the CCG Grant, to make decisions related to the Project, and to recommend any necessary changes to the COACHELLA PROSPERA Plan during implementation.

10.2 Membership. Advisory Council shall consist of seventeen (17) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Advisory Council. Additionally, five (5) seats shall be "Community Seats", filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a "Youth Seat", filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the Project Area wishing to serve on the Advisory Council must submit a request to the City and for

appointment onto the Advisory Council. The City and the Advisory Council shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Advisory Council will hereafter be referred to as "Members."

- a. Adding or Removing Members. Any organization or individual that is a party to this Partnership Agreement will be a member on the Advisory Council, so removal or

addition of a party to this Partnership Agreement will likewise remove or add a member to the Advisory Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

10.3 Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Advisory Council shall meet once a month until all Working Groups, Community Seats, Youth Seats, and communication processes are fully-established ("Establishment Phase"). In no event shall the Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Advisory Council shall conduct meetings at least on a quarterly-basis, as follows:

- a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.
- b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment, including Spanish translation. To maximize public participation, the Advisory Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Advisory Council regarding all matters within the Advisory Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Advisory Council's discussion of or decision on that item.
- c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Advisory Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to CCG Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be

made via email to the Advisory Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Advisory Council meeting.

- d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the COACHELLA PROSPERA Plan shall be presented to the Advisory Council at a regularly scheduled meeting. If the Advisory Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Advisory Council. It is the goal of the process to have all recommendations be supported by the majority of the Advisory Council.
- e. Bylaws. At its first meeting, the Advisory Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Advisory Council, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Advisory Council. The bylaws and priorities shall confirm to the general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Advisory Council.
- f. Officers. At its first meeting, the Advisory Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Advisory Council. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on annual basis to ensure shared governance.

10.4 Hub Implementation. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Community Resilience Hub, (2) Green Infrastructure and Nature Based Solutions, (3) Mobility and Transportation, (4) Roof-Top Solar, (5) Health and Well-Being, and (6) Workforce Training and Development. Any recommendation to change the number or type of Hubs should be brought before the Advisory Council for discussion. Hubs shall otherwise operate as follows:

- a. Meetings and Structure. Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead ("Hub Lead"). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Advisory Council meeting.

- b. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

10.5 Working Group Implementation. Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:

- a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g., Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the COACHELLA PROSPERA Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Advisory Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Departments will convene and lead this working group.
- b. Technical & Design Review Working Group. To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Advisory Council on recommendations for modifications to the COACHELLA PROSPERA Plan. The City will be responsible for convening this working group.
- c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the COACHELLA PROSPERA Plan. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community -based data collection, and dissemination of information and notices.
- d. Workforce Working Group. Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing, and

advising on training modules, and connecting Partners to education and workforce partners.

- e. Community Strength Working Group. Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all COACHELLA PROSPERA Projects.

10.6 Community Representation. Parties acknowledge that community representation throughout the process is integral for the success of the COACHELLA PROSPERA, and Parties take all reasonable measures to engage the public, including but not limited to the following:

- a. Working Groups, Hubs, and the Advisory Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.
- b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.
- c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.
- d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

10.7 Accountability. City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:

- a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.
- b. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

- c. All Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.
- d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the CCG investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- e. Advisory Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.
- g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.
- h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.
- i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 11. TERM AND TERMINATION.

11.1 Term. This Partnership Agreement shall become effective as of the date on which the last Party executes this Partnership Agreement ("Effective Date"). The Term shall commence on the Effective Date and continue for three (3) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties.

11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days' written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City. This Partnership Agreement shall automatically terminate if the COACHELLA PROSPERA Application does not receive a grant award based on its response to the NOFO.

11.3 Co-Applicant Substitution. City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this Partnership Agreement on an as needed basis, without the prior approval of other Co-Applicants.

11.4 Work Product. Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.

11.5 Reimbursement. A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

Section 12. INDEMNIFICATION.

Each Partner shall indemnify, defend, and hold the City and the City's officers, agents, and employees harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to the intentional or negligent acts, errors, or omissions of that Partner, its officers, agents, or employees, in the performance of this Partnership Agreement.

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

Section 13. INSURANCE.

13.1 General Provisions. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Partnership Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Any Party that is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers' Compensation warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City's issuance of the Notice to Proceed.

a. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant's indemnification obligations.

b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a

material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the Federal Government with a policy holder's rating of A or higher and a Financial Class of VII or higher.

c. Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this Partnership Agreement are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant's sole expense.

13.2 Workers' Compensation Insurance. By executing this Partnership Agreement, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the Federal Government requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers' Compensation Act. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given thirty (30) days' prior written notice before modification or cancellation thereof.

13.3 Commercial General Liability and Automobile Insurance. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this Partnership Agreement, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant's insurance policies.

- a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Co-Applicant's automobile

and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

- c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Partnership Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Coachella, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Coachella.

- d. The insurance policy or policies shall also comply with the following provisions:

- (1) If the policy is written on a claims' made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- (2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

14.1 Each Party recognizes that another Party may need additional assurances regarding the CCG funding and the scope of work related to a Project before the commencement of construction of any component of a Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further understand and agree that the Federal Government retains the ultimate discretion to approve or deny CCG Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative governance structure, contingent upon CCG Grant funding and award.

14.2 Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 15. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Partnership Agreement.

Section 16. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the CCG Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Coachella County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 17. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this Partnership Agreement. All terms and conditions stated in this Partnership Agreement or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

Section 18. MISCELLANEOUS.

18.1 Notices. Any notices, bills, invoices, or reports relating to this Partnership Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages , and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

18.2 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this Partnership Agreement nor shall any such member, official or employee participate in any decision relating to this Partnership Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

18.3 Governing Law. This Partnership Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the Federal Government.

18.4 Venue. Any legal action related to the performance or interpretation of this Partnership Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.

18.5 No Third-Party Beneficiaries. This Partnership Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Partnership Agreement.

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

18.7 Compliance with Laws and Regulations; Legal Authority. By executing this Partnership Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Partnership Agreement binds the Parties to perform any action that is beyond its legal authority.

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

18.9 Assignment. The Parties shall not assign, transfer, or subcontract any interest in this Partnership Agreement without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.

18.10 Counterparts. This Partnership Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18.11 Entire Agreement. This Partnership Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Partnership Agreement shall be in writing and acknowledged by all Parties to this Partnership Agreement.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Partnership Agreement to be executed by their duly authorized representatives on the dates set forth below.

CITY OF COACHELLA
a California general law city

By:



Name:

Gabriel D. Martin, PhD

Its:

City Manager

Dated:


April 17, 2024

Address:

53990 Enterprise Way

Coachella, CA 92236

GRID ALTERNATIVES INLAND EMPIRE, INC.
a Delaware nonprofit corporation

By: 
Name: Jaime Alonso
Its: Executive Director
Dated: April 17, 2024

Address: 2100 Atlanta Avenue
Riverside, CA 92507

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION
a California public benefit nonprofit corporation

By:



Name:

Stacy Gorin

Its:

Executive Officer

Dated:

April 17, 2024

Address:

1355 West 26th Street

San Bernardino, CA 92405

CENTER FOR EMPLOYMENT TRAINING
a California nonprofit corporation

By: *Pascal Do*

Name: Pascal Do

Its: Chief Operations Officer

Dated: April 17, 2024

Address: 701 Vine Street

San Jose, CA 95110

THE LATINO EQUITY ADVOCACY AND POLICY INSTITUTE
a California nonprofit corporation

By:



Name:

Reynaldo Leon

Its:

Executive Director

Dated:

April 17, 2024

Address:

1515 E Divisadero Street, Suite #108

Fresno, CA 93721

KOUNKUEY DESIGN INITIATIVE, INC.
a California public benefit nonprofit corporation



By:

Name:

Chelina Odbert

Its:

Chief Executive Officer/Founding Principal

Dated:

April 17, 2024

Address:

1515 Sixth Street

Coachella, CA 92236

ALIANZA COACHELLA VALLEY
a California nonprofit corporation

By:



Name:

Silvia Paz

Its:

Executive Director

Dated:


April 17, 2024

Address:

1515 Sixth Street

Coachella, CA 92236

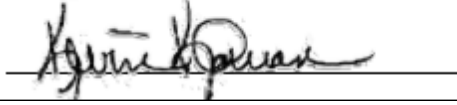
BOUND CORPORATION
a California limited liability company

By: 
Name: Juan Guevara Diaz
Its: CEO
Dated: April 17, 2024

Address: 44907 Golf Center Parkway, Suite 1-2
Indio, CA 92201

DESERT RECREATION DISTRICT
a California nonprofit corporation

By:



Name:

Kevin Kalman

Its:

General Manager

Dated:

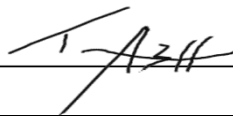
April 17, 2024

Address:

45305 Oasis Street

Indio, CA 92201

UNIVERSITY OF CALIFORNIA, BERKELEY DISASTER
LAB
a California nonprofit corporation formed under Article IX of
the California Constitution

By: 
Name: Thomas Azwell
Its: Faculty Director, Disaster Lab
Dated: April 17, 2024

Address: UC Berkeley 110 Sproul Hall
Berkeley, CA 94720

EXHIBIT "A"

PROJECT AREA



**Coachella Prospera
Project Area Map**

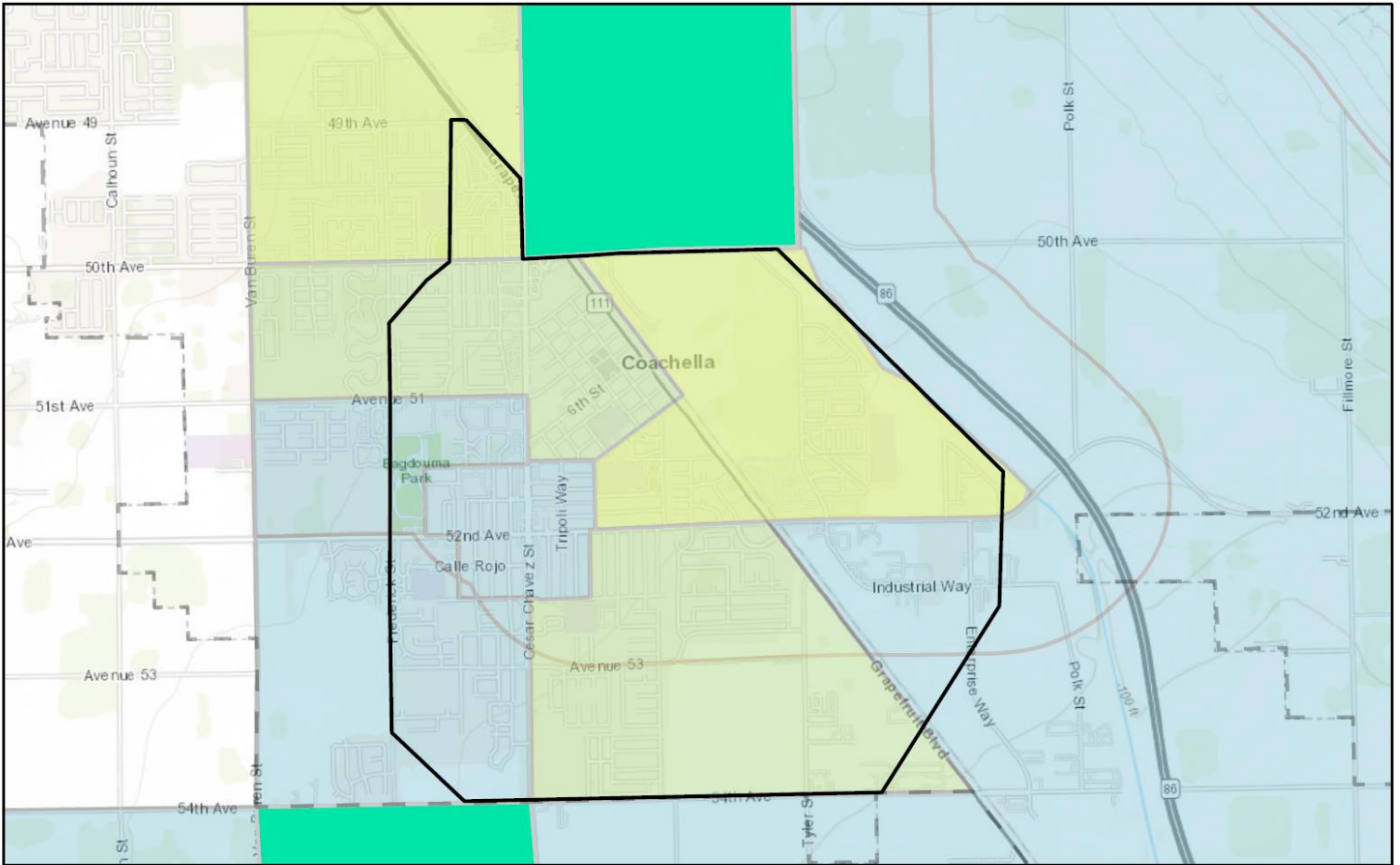


EXHIBIT "B"

COLLABORATIVE GOVERNANCE STRUCTURE

