

City of Coachella  
Professional Services Agreement Fiscal Year 2021-22  
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 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. 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, 2021 and expire June 30, 2022.

Section 5. Consideration

As consideration for the services provided in Section 3, the City will compensate the Chamber the sum of \$15,175 on a quarterly basis (disbursed in July, October, January, April), for a total amount of \$60,700.

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

\_\_\_\_\_  
Emily Falappino  
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 businesses 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.
- b. Support the City's Holiday Christmas Parade – Secure donated vehicles for dignitaries, not to exceed twelve (12), including drivers for vehicles. Identify no more than five (5) food vendors to service event, including facilitating health permits. Secure three (3) judges for the holiday parade. Chamber retains all revenue from services rendered.
- c. Tacos and Tequila Festival – Plan, help market, and execute event, to include vendors, prize money, permits, insurance, ticketing, security, and facilitating county health permits. Chamber retains all revenue from ticket and group (sponsorship) sales.

#### 3. Cultural Activities

- a. Promote the City's Movies in the Park Program – Utilize marketing avenues to raise public awareness.
- b. Promote the City's Day of the Young Child Event – Utilize marketing avenues to raise public awareness.
- c. Promote the Run with los Muertos Event – Utilize marketing avenues to raise public awareness.
- d. Work with City to Develop and Propose New Events

#### 4. Tourism

- a. Support the City's Tourism Outreach for Local Events and Businesses through Visitor Center and marketing outlets.
- b. Support City's Mexicali Sister Cities Agreement

\* City shall provide financial support and/or in-kind services from entities such as Fire, Police, and Public Works, City Streets and Parks where applicable.

\*\*Due to the COVID-19 public health crisis, some services may be altered, delayed or not executed. Services not rendered may be supplemented with a new or different program or event as mutually agreed upon between both parties.

## EXHIBIT "B"

### Rates for Services

#### **BUSINESS SERVICES / TOURISM / CULTURAL**

##### **Visitor Center | \$41,500**

GCVCC will staff the Coachella Resource & Visitor's Center Monday – Thursday from 8:30am-4:30pm, weekly. Bilingual support will be made available to guide visitors with information and resources related to tourism, doing business in Coachella, living in Coachella, and downtown.

GCVCC rate increases account for increasing cost of labor, operational overhead, as well as intended upgrades to the resource center.

##### **General Promotion / Marketing | \$2,000**

GCVCC will look for ways to enhance its marketing materials, circulation, and impressions made by marketing the City of Coachella. Despite increasing costs of labor and production resources, GCVCC does not propose an increase to this budget this year.

#### **EVENTS**

##### **State of the City / Business Awards | \$8,200**

GCVCC will coordinate a unique outdoor State of the City Event. This will include the design, planning, and coordination of the event along with some degree of vendor management. GCVCC will work with City staff to plan and produce this event.

This event is quoted with an increase. The 2021 State of the City event will include significant changes that require more planning, additional resources, and added costs. Additionally, pricing reflects consideration of the general increases associated with the cost of food, beverage, event rentals, and event resources through outside vendors. The Chamber will provide the City with two tables of seating. Additional tables to be billed as ordered by the City.

##### **Holiday Christmas Parade | \$2,500**

GCVCC will contribute to the annual Holiday parade for residents of Coachella. Services will include the coordinating food vendors, securing judges, soliciting convertible or open aired vehicles involved with the event. GCVCC introduces a small stipend for this event to offset the cost of staff hours to produce and recruit businesses for this event. In the event that rental fees or additional costs are incurred for securing vehicles, such fees and costs will be in addition to the base stipend.

##### **Tacos & Tequila | \$6,500**

GCVCC staff will work alongside City Staff to plan, coordinate, produce, and resource for the annual Tacos & Tequila event. Given COVID-19 restrictions, GCVCC will incur increased costs and limited revenue. Pricing reflects consideration of the general increases associated with the cost of staffing, outside vendors, and includes significant

increases to the stipends offered to participating businesses, as well as a general increase in monetary prizes.

**GCVCC Annual Golf Tournament | \$0**

GCVCC will provide the City of Coachella with a foursome at its Annual Golf Tournament. The City of Coachella agrees to participate with at least four individuals. Event registration may not be gifted to any party other than City staff or council.

**2022 GCVCC Annual Awards & Installation Dinner | \$0**

GCVCC will provide the City of Coachella with seating for four at its Annual Awards and Installation Dinner. The City of Coachella agrees to participate with at least four individuals. Event registration may not be gifted to any party other than City staff or council.

## EXHIBIT "C"

### Optional Services

*(Services below will be in addition to the contract as currently written on Page 2, Section 5)*

#### **ADDITIONAL SERVICE OPTIONS**

##### **ESL / Hispanic Business Support | \$35,000**

GCVCC will dedicate personnel resources to supporting the Hispanic business community through grassroots efforts, printed and posted business resources in Spanish, Spanish educational workshops, and general business support for the Hispanic business community. GCVCC will produce a one-of-a-kind, strategic effort that fosters an approachable business resource and network for Hispanic business owners. The Chamber will create metrics of measurement to adapt its programs and ensure successful outcomes.

##### **Recurring Events, Programs, & Initiatives | \$18,000**

GCVCC will launch a new variety of recurring business events, programs, and initiatives through the calendar year at a higher frequency to serve the local business community and the City's overall economic development interests. Recurring events will be designed and hosted in live, online, and hybrid formats. Additionally, events will be facilitated with an intentional effort to occasionally include and/or feature City Staff and Council with the business community. Examples of such events may include: specialty mixers, coffee with the city events, city walks (business visits), and business education events – all hosted specifically for the City of Coachella. The frequency of such events will be coordinated with City Staff.

##### **Collateral Creation | \$1,500**

GCVCC will create and design Relocation Packets, Infographics and marketing pieces on "Doing Business in City of Coachella" and limited social media and digital marketing pieces to assist the City in its PR and marketing efforts. All collateral will be designed with City approval. Designs are intended to promote business and visitation throughout City of Coachella. Printing, production, and advertising costs are not included.

##### **Site Visits & Business Visitation | \$8,000**

GCVCC will coordinate with the City Staff and/or Council to arrange site visits of large employers, new businesses, and/or industry innovators. Arrangements will account for a City Staff Member and/or City Council Member's participation to view, tour, and get to know a local Coachella business. GCVCC will photo document each visit to market, promote, and share.