



CITY OF DESERT HOT SPRINGS

**REGULAR MEETING OF THE CITY COUNCIL
And the City Council Serving as the Successor Agency to the
Redevelopment Agency Board**

AGENDA

MARCH 3, 2020

5:30 P.M. – CLOSED SESSION

6:00 P.M. – REGULAR SESSION

**CITY COUNCIL CHAMBERS
Carl May Community Center
11711 West Drive, Desert Hot Springs, California**

CLOSED SESSION - 5:30 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

At this time, item(s) on the Closed Session agenda may be discussed during Public Comments. PLEASE STATE YOUR NAME FOR THE RECORD.

CLOSED SESSION:

- 1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: City of Desert Hot Springs v. Irene Valenti, et. al.; PSC1802698
- 2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One Potential Case

RECESS

REGULAR SESSION - 6:00 P.M.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CITY ATTORNEY REPORT ON CLOSED SESSION

APPROVAL OF THE AGENDA

At this time the City Council may amend the order of the agenda, approve the Consent Calendar, remove items from the Consent Calendar for separate discussion and action, and add Urgency Items.

Urgency Items ("Added Starters"): The Brown Act, which governs public meetings, permits the City Council to take action on any item that does not appear on the agenda only if 2/3 of the City Council (if all are present) or all members of the City Council (if fewer than all members are present) determine there is a need to take immediate action on the item, and the need to take immediate action came to the City Council's attention after the agenda was posted.

PUBLIC COMMENTS

At this time, pursuant to the Brown Act, any person may comment on matters of general interest within the subject matter jurisdiction of the City Council, NOT listed on the agenda. Under the Brown Act, the City Council should not take action on or discuss matters raised during Public Comment portion of the agenda that are not listed on the agenda.

Comments are limited to the first ten (10) speakers at three (3) minutes per speaker. Speakers may not yield their time to others without consent of the Mayor. All comments are to be directed to the City Council and shall be devoid of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during public comments.

Please complete and submit a "speaker card" to the City Clerk. You will be asked to STATE YOUR NAME AND CITY OF RESIDENCE FOR THE RECORD.

CITY MANAGER REPORT

MAYOR AND COUNCIL MEMBER REPORTS

ADMINISTRATIVE CALENDAR:

- 3. Community Choice Aggregation (CCA) Feasibility Study**
Deputy City Manager, Luke Rainey *Packet Page 7*
Recommendation: Authorize the City Manager to execute an Agreement between the City of Desert Hot Springs and the California Choice Energy Authority for an amount not to exceed \$73,000 to provide a Community Choice Aggregation feasibility study.
- 4. Resolution to Forgive the \$15,126,594 Loan Originally to the Desert Hot Springs Investment Fund, LLC to Finance the Construction of the City's Health and Wellness Center**
Finance Director, Geoffrey Buchheim *Packet Page 17*
Recommendation: Adopt a resolution of the City Council forgiving the \$15,126,594 Loan from the City of Desert Hot Springs originally to the Desert Hot Springs Investment Fund, LLC to finance the construction of the Health and Wellness Center.
- 5. Annual Housing Element Progress Report**
Community Development Director, Rebecca Deming *Packet Page 23*
Recommendation: Approve the 2019 Annual Housing Element Progress Report and Direct Staff to Submit the Report to the Governor's Office of Planning and Research.
- 6. Discussion Item: Consideration of a Letter of Support for the Inland Empire Regional Energy Network (I-REN)**
Mayor Pro Tem, Robert Griffith; and *Packet Page 41*
Council Member, Gary Gardner
Recommendation: Consider whether to plan an item regarding "consideration of a letter of support for the Inland Empire Regional Energy Network (I-REN)" on a future agenda for action.

CONSENT CALENDAR:

Matters on the "Consent Calendar" are considered routine and may be acted upon by one motion under "Approval of the Agenda." Individual items may also be removed by the City Council for separate discussion under "Approval of the Agenda." The title is deemed to be read and further reading waived on any ordinance listed on the Consent Calendar for second reading and adoption.

- 7. City Council Regular Meeting Minutes: February 18, 2020**
City Clerk, Jerryl Soriano, CMC *Packet Page 55*
Recommendation: Approve the Minutes as presented; or as corrected.

8. County Service Area 152 (CSA 152) Budget and Proposed Assessment For Fiscal Year 2020-19

Public Works Director, Daniel Porras

Packet Page 59

Recommendation: 1) Review the budget and assessment for County Service Area 152; and
2) Adopt a Resolution of the City Council making its findings and establishing the rates for County Service Area 152 to fund the City's National Pollutant Discharge Elimination System (NPDES) Permit.

9. Contracts Management Report as of February 15, 2020

Geoffrey Buchheim, Finance Director

Packet Page 69

Recommendation: Receive and file.

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

Opportunity is given to those members of the public who have NOT addressed the City Council on an item which is NOT on the agenda. Comments are limited to three (3) minutes per speaker. PLEASE STATE YOUR NAME AND CITY OF RESIDENCE FOR THE RECORD.

ADJOURN

UPCOMING DATES

**Please refer to the City website [calendar](http://www.cityofdhs.org) at www.cityofdhs.org for meeting locations and the most up to date information.*

March 10	Planning Commission	6:00 p.m.
March 12	Public Safety Commission	6:00 p.m.
March 17	City Council Regular Meeting	6:00 p.m.

NOTICES

Americans with Disabilities Act

In an effort to comply with the requirements of Title 2 of the Americans with Disabilities Act of 1990, the City of Desert Hot Springs requires that any person in need of any type of special equipment, assistance, or accommodation(s) in order to communicate at a City public meeting, must inform the City Clerk a minimum of 72 hours prior to the scheduled meeting to enable the City to make reasonable arrangements.

SB 343

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the Office of the City Clerk at City Hall during normal business hours at 65950 Pierson Boulevard, Desert Hot Springs, CA 92240.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 11711 West Drive, Desert Hot Springs, CA 92240.

REPORT TO THE CITY COUNCIL

**DATE: March 3, 2020****TITLE: Community Choice Aggregation (CCA) Feasibility Study****Prepared by: Luke Rainey, Deputy City Manager**

RECOMMENDATION

Authorize the City Manager to execute an Agreement between the City of Desert Hot Springs and the California Choice Energy Authority for an amount not to exceed \$73,000 to provide a Community Choice Aggregation feasibility study.

BACKGROUND

Community Choice Aggregation (CCA) allows cities to pool or aggregate their buying capacity to purchase power on behalf of customers within their jurisdiction. California Choice Energy Authority (CalChoice) is a Joint Powers Authority of agencies operating CCA programs in California as enterprise fund activities of their respective city.

CalChoice is unique in that each CCA program maintains its autonomy in rate setting, program branding, renewable energy content policies and revenue control. CalChoice provides the opportunity for programs to share administrative, regulatory and procurement activities to minimize costs and maximize efficiencies.

The CalChoice model allows standalone CCAs to join together and use a common set of consultants for power procurement, regulatory and legislative advocacy and regulatory reporting. Current operational members are the cities of Lancaster (2015), Pico Rivera (2017), Apple Valley (2018), Rancho Mirage (2018), and San Jacinto (2018). New members include Pomona (2020), Palmdale (2020), Baldwin Park (2020), Santa Barbara (2021) and Commerce (2021). By standalone CCA's joining together, CalChoice is able to reduce costs for each City's CCA through the benefits of economy of scale in these back-office functions.

DISCUSSION

Forming a CCA through CalChoice is organized in three phases, (1) Technical Study and Implementation Plan, (2) CCA Implementation, and (3) CCA On-going Support.

At this time, Staff is only seeking approval for the feasibility study in phase (1), which will provide data to support a decision on whether or not the City will proceed with forming a CCA. The feasibility portion of the Consultant Service Agreement will cost the City forty-five thousand dollars (\$45,000) (Exhibit 1). The feasibility results will be brought back to the City Council for a decision, prior to proceeding with an implementation plan and continuing with phases (2) and (3). Action approving the feasibility study does not commit Desert Hot Springs to joining CalChoice or operating a CCA.

It is anticipated the technical study will be completed and available for City Council review in July of this year. Pursuant to California Public Utilities Commission regulations and procedures, Desert Hot Springs would need to have an Implementation Plan completed, adopted and filed before December 31, 2020 to be eligible to start its CCA in calendar year 2022.

If the results of the technical study are favorable, and the City Council authorizes the Implementation Plan phase (2), the decision whether to join CalChoice would come to the City Council for consideration in early 2021. Should the City decide to join CalChoice, Desert Hot

Springs will collaborate with an experienced team and gain access to qualified consultants who have relevant experience with CCA operations. The City would also benefit via economy of scale in power procurement and regulatory reporting like in traditional JPAs, while maintaining local control. Maintaining local control allows the City to focus on specific goals that benefit Desert Hot Springs residents. For example, the City could make a primary goal to lower monthly costs for residents. As additional CCAs join CalChoice, a further reduction in fees is anticipated due to costs being spread among additional members.

FISCAL IMPACT

The feasibility study will be billed over a period of 5 months at \$9,000 per month plus travel expenses. For the last 3 months of Fiscal Year 2019-20, the amount billed will be \$27,000 plus an estimated \$5,000 in travel expenses. The \$32,000 will be appropriated in account 001-41-12-4320 Contract Services which will be included in the Fiscal Year 2019-20 Mid-Year Budget Adjustments that is being brought to Council. The balance of the cost will be included in the Fiscal Year 2020-21 Budget.

EXHIBIT(S)

- 1) Community Choice Aggregation (CCA) Feasibility Study Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into as of March 3, 2020, by and between the City of Desert Hot Springs, a California municipal corporation (“City”), and the California Choice Energy Authority, a public entity created pursuant to the Joint Exercise of Powers Act (Cal. Gov’t. Code § 6500 *et seq.*) (“CalChoice”) (City and CalChoice are individually referred to as “Party” and collectively “Parties”).

RECITALS

WHEREAS, City desires to be a Community Choice Aggregator (“CCA”), as defined in Section 331.1 of the California Public Utilities Code, to provide energy to its residents and businesses; and

WHEREAS, City desires that CalChoice undertake certain implementation support services; and

WHEREAS, CalChoice desires to facilitate access to the professional, technical and other knowledge and expertise of certain CalChoice members, their employees, contractors and/or consultants in connection with the formation of the City’s CCA.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference, as though set forth in full herein.
2. **Description of Work.** CalChoice shall perform or facilitate performance of the services (“Services”) set forth in the “Scope of Services and Payment Schedule” attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”).
3. **Obligations of City.** City shall pay to CalChoice an amount not to exceed 63,000 for and in consideration of CalChoice’s performance of the Services. City shall pay CalChoice within thirty (30) days of CalChoice submitting an invoice to City.
4. **Obligations of CalChoice.** CalChoice shall perform or facilitate performance of the Services. CalChoice’s Board of Directors, or its designee, shall determine which CalChoice employee(s), contractors and/or consultants shall perform the Services.
5. **Effective Date.** This Agreement shall become effective and binding upon the Parties at such time as all of the signatories hereto have signed the original or a counterpart original of this Agreement (“Effective Date”).
6. **Term; Termination.** The term of this Agreement shall commence as of the Effective Date and expire upon completion of and final payment for the Services, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, CalChoice shall be paid on a prorated basis for Services completed.
7. **Indemnification.**

a. City agrees to indemnify, defend and hold harmless CalChoice, its board of directors, officers, employees, members, consultants and members’ employees, contractors and/or consultants from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs of investigation and defense, settlement and awards, and attorney’s fees, in connection therewith), based or asserted upon any alleged negligent or willful misconduct of City, its officers, employees, agents or representatives, arising out of or in any way relating to this Agreement.

b. CalChoice agrees to indemnify, defend and hold harmless City from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs of investigation and defense, settlement and awards, and attorney’s fees, in connection therewith), based or asserted upon any alleged negligent or willful misconduct of CalChoice arising out of or in any way relating to this Agreement or performance of the Services.

8. Force Majeure. Notwithstanding the provisions of this section, CalChoice shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove CalChoice’s work promptly, or by reason of delay or faulty performance by City, its contractors, governmental agencies, or Southern California Edison, or by reason of any other delays beyond CalChoice’s control, or for which CalChoice is without fault.

9. Ownership of Documents. All reports, studies and other documents that are prepared by CalChoice, its employees, contractors and/or consultants in the course of performing the Services required by this Agreement, and are specific to City’s CCA, shall be the property of City upon City satisfying all payment obligations imposed but this Agreement.

10. Data Provided to CalChoice. City shall provide to CalChoice all data, including reports, records and other information, in City’s possession, custody or control, which is reasonably requested by CalChoice and which is required to facilitate the timely performance of the Services.

11. Insurance Requirements.

a. Prior to CalChoice’s commencement of any Services, CalChoice, at CalChoice’s own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

i. *General Liability Coverage.* CalChoice shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. CalChoice shall provide insurance on an occurrence, not claims-made basis.

ii. *Automobile Liability Coverage.* CalChoice shall maintain commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the CalChoice arising out of or in connection with the Services, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence, and one million dollars (1,000,000) in the aggregate.

b. As of the execution of this Agreement, City has reviewed the coverages secured by CalChoice from Special District Risk Management Authority and has determined such coverages to be satisfactory to City. CalChoice agrees to ensure that the most current certification of coverage is on file with the City at all times during the term of this Agreement.

12. Independent Contractor’s Status of CalChoice. CalChoice shall at all times during the term of this Agreement remain, as to City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither City nor any of its agents shall have control over the conduct of CalChoice or any of CalChoice’s employees or agents, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by City or CalChoice or by any third person to create the relationship of principal and agent and CalChoice shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. CalChoice shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall CalChoice have any authority, expressed or implied, to bind City to any obligation whatsoever.

13. Professional Ability of CalChoice; Warranty; Familiarity with Work; Permits and Licenses.

a. CalChoice warrants that all Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, CalChoice warrants that it has thoroughly investigated and considered the work to be performed, investigated the issues regarding the Scope of Services and carefully considered how the work should be performed.

c. CalChoice represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement. The Parties agree that CalChoice shall not be required to obtain a City business license.

14. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, and addressed as listed below. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CalChoice: Jason Caudle, Executive Director
 California Choice Energy Authority
 c/o City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

City: Charles Maynard, City Manager
 City of Desert Hot Springs
 11999 Palm Drive
 Desert Hot Springs, CA 92240

Resolution of Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

15. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other

documents and data either created by or provided to CalChoice in connection with the performance of this Agreement shall be held confidential by CalChoice to the maximum extent permitted by law. Except to the extent that such information constitutes a public record pursuant to the California Public Records Act, such materials shall not, without prior written consent of City, be used by CalChoice for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to CalChoice which is otherwise known to CalChoice or is generally known, or has become known, to the related industry shall be deemed confidential. CalChoice shall not use City's insignia or photographs relating to the project for which CalChoice's Services are rendered without City's prior written consent.

16. CalChoice's Books and Records. CalChoice shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at reasonable times during regular business hours, upon written request by City's City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CalChoice's address indicated for receipt of notices in this Agreement.

17. Severability. If any provisions of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. Amendment. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the Parties.

19. Waiver. No waiver of any provision of this Agreement shall be binding, unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

20. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

21. Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

22. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement

contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

23. Non-Liability of Officers and Employees. No officer or employee of CalChoice or City shall be personally liable in the event of any default or breach of the terms of this Agreement.

24. Captions and Headings. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

25. Counterparts. This Agreement may be executed in counterparts by each of the Parties. Each such counterpart shall constitute an original and all such counterparts so executed shall constitute one Agreement, binding upon the Parties, notwithstanding that all of the Parties are or may not be a signatory to the original or the same counterpart. Each counterpart shall have the same force and effect as if all such signatures were contained in one instrument. A facsimile copy shall be considered an original for the purposes of this Agreement. Facsimile or e-mail transmissions shall be deemed effective as originals.

26. No Third Party Beneficiaries. The Parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

27. Assignment and Subcontracting.

a. The experience, knowledge, capability and reputation of CalChoice, its principals and employees were a substantial inducement for City to enter into this Agreement. Assignments of any or all rights, duties or obligations of CalChoice under this Agreement will be permitted only with the written consent of City.

b. CalChoice shall not subcontract any portion of the work to be performed under this Agreement without the written consent of City. If City consents to such subcontract, CalChoice shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law. City expressly acknowledges that (i) CalChoice is staffed by employees of the City of Lancaster, (ii) CalChoice contracts with Pacific Energy Advisors for compiling data, load forecasting and preparation of pro formas and (iii) CalChoice contracts with Bayshore Consulting Group Inc. for administration and the preparation of implementation plans. City hereby expressly consents to performance of the Services pursuant to this Agreement by the persons and/or entities identified in the immediately preceding sentence.

28. Principal Representatives.

a. Barbara Boswell is designated as CalChoices’s principal representative (“CalChoice Principal Representative”) and is the person responsible for undertaking, managing and supervising performance of the Services. CalChoice Principal Representative’s experience, knowledge, capability and reputation are a substantial inducement for City to enter into this Agreement, and as such, for the purposes of performing the Services, the duties of CalChoice Principal Representative shall not be reassigned, without express written consent of both Parties.

b. Luke Rainey, Deputy City Manager, shall be City's principal representative ("City Principal Representative") for purposes of communicating with CalChoice on any matter associated with the performance of the Services set forth in this Agreement.

29. Representations of Parties and Persons Executing Agreement. Each Party hereby represents that all necessary and appropriate actions of its governing body have been taken to make this Agreement a binding obligation. Each person executing this Agreement warrants that he or she is duly authorized to execute this Agreement on behalf of and bind the Party he or she purports to represent.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY:

Dated: _____

City Manager

By: _____

(Name, Title)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CalChoice:

Dated: _____

CALIFORNIA CHOICE ENERGY AUTHORITY, a
California joint powers authority

By: _____

Jason Caudle, Executive Director
By: Barbara Boswell, Treasurer

ATTEST:

CalChoice Secretary

APPROVED AS TO FORM:

EXHIBIT “A”

SCOPE OF SERVICES AND PAYMENT SCHEDULE

Phase I: Load Forecasting, Data Analysis, and Pro-forma Development \$45,000

CalChoice will request load data from Southern California Edison and with technical assistance from Pacific Energy Advisors (PEA), will provide the technical expertise to analyze the data, determine a load profile, estimate total usage, compare that to current market conditions, and prepare a pro-forma. Note that this is the initial pro-forma to project estimated financial results and submit in the Implementation Plan. Once an Implementation Plan is filed, the City can request more detailed load data from SCE for more precise pro-forma development. The fee includes three in-person meetings:

- Initial kick-off meeting to discuss pro-forma assumptions
- Meeting with staff to review results
- Attendance at City Council meeting to review results and determine direction

This fee does not include travel expenses, which are billed at actual costs.

Phase II: Preparation of the Implementation Plan & Statement of Intent and Ordinance \$18,000

CalChoice and its partners will prepare an Implementation Plan & Statement of Intent in compliance with California Public Utilities Commission (CPUC) Resolution E-4907 and Public Utilities Code Section 366.2 and related ordinance establishing a community choice aggregation program. Other actions included:

- Preparation of a draft customer notice
- Assistance with execution of Southern California Edison Service Agreement
- Assistance with submittal of the CCA Bond Payment (aka Financial Security Requirement)

CalChoice will work with the CPUC on behalf of the City to ensure all steps are satisfied to receive a certification of the Implementation Plan and registration as a Community Choice Aggregator.

CalChoice support throughout the formation process including interfacing with Southern California Edison, California Public Utilities Commission and technical consultants, coordination of meetings with staff and City Council, maintaining project schedule and ensuring that all deliverables are met according to CCA launch timeline.

This fee does not include travel expenses, which are billed at actual costs.

REPORT TO THE CITY COUNCIL



DATE: March 3, 2020

TITLE: Resolution to Forgive the \$15,126,594 Loan Originally to the Desert Hot Springs Investment Fund, LLC to Finance the Construction of the City's Health and Wellness Center

Prepared by: Geoffrey Buchheim, Finance Director

RECOMMENDATION

Adopt a resolution of the City Council forgiving the \$15,126,594 Loan from the City of Desert Hot Springs originally to the Desert Hot Springs Investment Fund, LLC to finance the construction of the Health and Wellness Center.

BACKGROUND

The City previously pursued the construction of the Desert Hot Springs Health and Wellness Center (Center) utilizing, in part, capital raised through the federal new markets tax credit program under Section 45D of the Internal Revenue Code. As part of the execution of the financing, the City entered into an Investment Put Fund and Call Agreement on July 12, 2012 with USB NMTC Fund 2012-1, LLC (USB Fund). The USB Fund had a 100% membership interest in the \$15,126,594 loan to the Desert Hot Springs Investment Fund, LLC (Investment Fund). The agreement grants to the USB Fund the right to sell its interest in the loan to the City of Desert Hot Springs for the purchase price of \$1,000. On June 18, 2019, City Council adopted a resolution to begin the process of exiting the New Market Tax Credit Financing and approved the Membership Interest Purchase Agreement. On July 16, 2019, the New Market Tax Credit Financing was dissolved and the Membership Interest Purchase Agreement was exercised, giving the City 100% membership interest in the outstanding debt to the Desert Hot Springs Investment Fund, LLC. In October 2019, the City dissolved the Desert Hot Springs Investment Fund, LLC and as the City holds 100% interest in the Investment Fund, the City became the borrower to the loan that it is holding with respect to the Center.

DISCUSSION

The loan was executed as part of the financing that enabled the City and other participating stakeholders to construct and equip the Center. When the put under the Option Agreement was exercised and consummated, the City controlled the debt associated to the Center. The Investment Fund was responsible for the loan and when the City dissolved the Investment Fund, it became responsible for the loan through its ownership of the Investment Fund. Consummating the exercise of the put under the Option Agreement and dissolving the Investment Fund was consistent with the City's expectation as to how the financing of the Center was to mature. As the City owns the property and the Center and now holds the outstanding debt, the next step is to forgive the loan associated with the Center. This step gives the City significant flexibility in planning for the future of the Health and Wellness Center.

FISCAL IMPACT

With the City holding the debt and forgiveness of the loan, the annual interest payments will no longer continue which were offset by rental income fees

EXHIBIT(S)

- 1) Resolution Forgiving the \$15,126,964 Loan Financing the Desert Hot Springs Health and Wellness Center

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FORGIVING THE \$15,126,594 LOAN ORIGINALLY TO THE DESERT HOT SPRINGS INVESTMENT FUND, LLC., BUT THEN ABSORBED BY THE CITY, AS PART OF THE WIND DOWN OF THE NEW MARKET TAX CREDIT FINANCING OF THE DESERT HOT SPRINGS HEALTH AND WELLNESS FITNESS CENTER

WHEREAS, the City of Desert Hot Springs (“City”) participated in a financing (“Financing”) for the Desert Hot Springs Health & Wellness Fitness Center (“Health Center”), which was executed and closed on July 13, 2012 (“Execution Date”); and

WHEREAS, the Financing in part utilized the federal New Markets Tax Credit program under Section 45D of the Internal Revenue Code of 1986, as amended (“Code”); and

WHEREAS, in connection with the Financing, the City made a \$15,126,594 loan (“Leveraged Loan”) to Desert Hot Springs Investment Fund, LLC (“Investment Fund”), a limited liability company organized under the laws of the State of Missouri, the sole member of which is USB NMTC Fund 2012-1 LLC (“USB NMTC Fund”), and

WHEREAS, the Investment Fund is a limited liability company that is managed by fund managers; and

WHEREAS, the City Council took action to dissolve the Investment Fund, which owned 99.99% of the membership interest in the LCD New Markets Fund XII, LLC and New Markets Community Capital X, LLC, and such Investment Fund has in fact been dissolved; and

WHEREAS, in connection with the Financing, the City entered into that certain Investment Fund Put and Call Agreement, dated as of July 13, 2012 (“Option Agreement”) with USB NMTC Fund, pursuant to which USB NMTC Fund has the right to put to the City, and the City has the obligation to purchase (together, “Put Right”), 100% of USB NMTC Fund’s 100% membership interest in the Investment Fund (“Membership Interest”); and

WHEREAS, the City did in fact exercise its Put Right on July 16, 2019, and in doing so, absorbed the Leveraged Loan; and

WHEREAS, in effect, as it stands now, the City has loaned the Leveraged Loan to itself; and

WHEREAS, the City desires to forgive the Leveraged Loan, as one of the last steps to wind down the exit of the new market tax credit financing of the Health Center.

NOW, THEREFORE, BE IT RESOLVED DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. Recitals

That all of the above recitals are true and correct.

Section 2. Forgiveness of Leveraged Loan

That the City Council hereby forgives the Leveraged Loan. The City Council further orders that the City Manager act on behalf of the City in connection with the Leveraged Loan, and is hereby authorized and directed to negotiate and execute, any and all documents and to take any and all actions necessary or appropriate to consummate the forgiveness of the Leveraged Loan.

Section 3. Payment of Costs

That the City Treasurer shall pay all costs associated with any forgiveness of the Leveraged Loan.

Section 4. Effective Date

That this Resolution shall take effect immediately upon its adoption.

Section 5. Severability

That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

Section 6. Repeal of Conflicting Resolutions

That the City Council hereby repeals any prior resolutions which may conflict with this Resolution.

Section 7. Certification

That the City Clerk shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of Desert Hot Springs at a regular meeting held on March 3, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

RECUSED:

[SIGNATURES FOLLOW ON THE NEXT PAGE]

ATTEST:

Jerryl Soriano, City Clerk

APPROVED:

Scott Matas, Mayor

APPROVED AS TO FORM:

Jennifer Mizrahi, City Attorney

REPORT TO THE CITY COUNCIL



DATE: March 3, 2020

TITLE: Annual Housing Element Progress Report

Prepared by: Rebecca Deming, Community Development Director

RECOMMENDATION

Approve the 2019 Annual Housing Element Progress Report and Direct Staff to Submit the Report to the Governor's Office of Planning and Research.

DISCUSSION

Government Code mandates that all cities and counties submit to their legislative bodies an annual report (progress report) on the status of the Housing Element and progress in its implementation. The State of California Governor's Office of Planning and Research and the State Department of Housing and Community Development will receive a copy of The City of Desert Hot Springs' progress report after it is reviewed and accepted by the Desert Hot Springs City Council. The City Council can accept this on consent, or as a discussion item.

The State Department of Housing and Community Development (HCD) has standardized forms for this progress report, which is contained in Exhibit 1.

Summary of 2019 Progress Report:

	Low Income Non Deed Restricted	Moderate Income Non Deed Restricted	Total
# of Units Entitled	1	19	20
# of Units Issued Permits	1	20	21
# of Units Finaled	1	22	23

FISCAL IMPACT

The Annual Housing Element Progress Report is required for certain grant funding requests.

EXHIBIT(S)

- 1) 2019 Annual Housing Element Progress Report

Please Start Here

General Information	
Jurisdiction Name	Desert Hot Springs
Reporting Calendar Year	2019
Contact Information	
First Name	Rebecca
Last Name	Deming
Title	Community Development Director
Email	rdeming@cityofdhs.org
Phone	7603296411
Mailing Address	
Street Address	65950 Pierson Blvd.
City	Desert Hot Springs
Zipcode	92240

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 12_23_19

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	4	0	54	73	131	24	0	0		
	Tract 32421, Lots 1-10,14-18,29-38,49-66,79-104,123-126	N/A	Agua Dulce	DP 09-19	SFD	O	9/24/2019							73	73			No		
	661-470-009, 010, 011, & 012	Rockies Avenue	Castle Rock	DP 04-19	SFD	O	5/9/2019							4	4	4	0	No		
	642-201-022	N/A	Rodriguez Duplex	DP 19-15	2 to 4	R	11/18/2019				2				2	2	0	No		
	641092038	66324 Hacienda Ave		BLDR-19-294	MH	O	10/23/2019				1				1	1	0	No		
	664040029	11741 Western Ave		2019-096	SFD	O	1/23/2019						1		1	1	0	No		
	644202009	68287 Via Domingo		2019-130	SFD	O	1/31/2019						1		1	1	0	No		
	639032015	66028 12th St		2019-204	SFD	O	2/19/2019						1		1	1	0	No		
	639113024	66570 Cocillio Rd		2019-284	SFD	O	3/13/2019						1		1	1	0	No		
	639231008	66125 2nd St		2019-323	SFD	O	3/27/2019						1		1	1	0	No		
	644221013	13033 Catalpa Ave		2019-324	SFD	O	3/27/2019						1		1	1		No		
	644221015	13083 Catalpa Ave		2019-325	SFD	O	3/27/2019						1		1	1		No		
	641032041	66050 Desert View Ave		2019-440	SFD	O	5/2/2019						1		1			No		
	638091007	9175 Calle Del Diablo		2019-452	SFD	O	5/7/2019						1		1	1		No		
	641154013	66720 Hacienda Ave		2019-468	SFD	O	5/13/2019						1		1	1		No		
	638113003	9232 Santa Cruz		2019-508	SFD	O	5/28/2019						1		1			No		
	638302003	11160 Verbena Dr		2019-512	SFD	O	5/28/2019						1		1			No		
	642252015	13843 Hermano Way		2019-575	SFD	O	6/11/2019						1		1			No		
	642033015	12449 Foxdale Dr		2019-574	SFD	O	6/11/2019						1		1	1		No		
	642093023	12761 Casa Loma Rd		2019-585	SFD	O	6/13/2019						1		1	1		No		
	641311015	13775 Nahum Drive, DESERT HOT SPRINGS, CA 92240		BLDR-19-427	SFD	O	12/20/2019						1		1			No		
	641311013	13735 Nahum Drive, DESERT HOT SPRINGS, CA 92240		BLDR-19-426	SFD	O	12/19/2019						1		1			No		
	641312048	Mesquite Rd		BLDR-19-425	2 to 4	R	12/19/2019						1		1			No		
	661560003	65324 ROLLING HILLS DR, DESERT HOT SPRINGS, CA 92241		BLDR-19-424	SFD	O	12/19/2019						1		1			No		
	661470009	8599 ROCKIES AVE, DESERT HOT SPRINGS, CA 92240		BLDR-19-423	SFD	O	12/19/2019						1		1			No		
	641022001	66011 ACOMA AVE, Desert Hot Springs, CA 92240		BLDR-19-422	SFD	O	12/19/2019						1		1			No		
	667240001	62383 S STARCROSS DR, DESERT HOT SPRINGS, CA 92240		BLDR-19-421	SFD	O	12/19/2019						1		1			No		
	639231050	66061 2ND STREET, Desert Hot Springs, CA 92240		BLDR-19-420	SFD	O	12/19/2019						1		1			No		
	639231051	66053 2ND STREET, Desert Hot Springs, CA 92240		BLDR-19-419	SFD	O	12/19/2019						1		1			No		
	641121012	66929 PIERSON BOULEVARD, DESERT HOT SPRINGS, CA 92240		BLDR-19-410	SFD	O	12/18/2019						1		1			No		
	663352005	13342 EL RIO LANE, DESERT HOT SPRINGS, CA 92240		BLDR-19-406	SFD	O	12/16/2019						1		1			No		
	663352006	13348 EL RIO LANE, DESERT HOT SPRINGS, CA 92240		BLDR-19-405	SFD	O	12/16/2019						1		1			No		

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**Table A
Housing Development Applications Submitted**

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	4	0	54	73	131	24	0	0		
	663342007	13120 EL RIO LN, Desert Hot Springs, CA 92240		BLDR-19-404	SFD	O	12/16/2019							1		1			No	
	663373006	13660 VIA REAL, Desert Hot Springs, CA 92240		BLDR-19-403	SFD	O	12/16/2019							1		1			No	
	639122002	66741 SAN FELIPE ROAD, DESERT HOT SPRINGS, CA 92240		BLDR-19-400	SFD	O	12/13/2019							1		1			No	
	639122001	66729 SAN FELIPE ROAD, DESERT HOT SPRINGS, CA 92240		BLDR-19-399	SFD	O	12/12/2019							1		1			No	
	639123007	66745 San Felipe, Unit , Desert Hot Springs, CA 92240		BLDR-19-398	SFD	O	12/12/2019							1		1	1	0	No	
	656480008	66294 PALO VERDE TR, DESERT HOT SPRINGS, CA 92240		BLDR-19-391	SFD	O	12/11/2019							1		1			No	
	656480008	66282 PALO VERDE TR, DESERT HOT SPRINGS, CA 92240		BLDR-19-390	SFD	O	12/11/2019							1		1			No	
	639321001	11635 UPLAND, Unit , DESERT HOT SPRINGS, CA 92240		BLDR-19-375	SFD	O	12/5/2019							1		1			No	
	663372021	13735 Via Real, Unit , DESERT HOT SPRINGS, CA 92240		BLDR-19-368	SFD	O	12/4/2019							1		1			No	
	639063001	10510 SANTA CRUZ ROAD, DESERT HOT SPRINGS, CA 92240		BLDR-19-366	SFD	O	12/3/2019							1		1			No	
	642212004	13412 HERMANO WAY, DESERT HOT SPRINGS, CA 92240		BLDR-19-365	SFD	O	12/3/2019							1		1			No	
	641241029	13784 El Cajon, Desert Hot Springs, CA 92240		BLDR-19-362	SFD	O	11/26/2019							1		1			No	
	641241030	13788 El Cajon, Desert Hot Springs, CA 92240		BLDR-19-361	SFD	O	11/26/2019							1		1			No	
	641233017	13749 JULIAN DRIVE, DESERT HOT SPRINGS, CA 92240		BLDR-19-360	SFD	O	11/26/2019							1		1			No	
	642092003	12670 SUMAC, Desert Hot Springs, CA 92240		BLDR-19-298	SFD	O	10/24/2019							1		1			No	
	642226013	67700 Key Way, Unit , Desert Hot Springs, CA 92240		BLDR-19-278	SFD	O	10/15/2019							1		1			No	
	639251004	66309 2nd Street, Unit , Desert Hot Springs, CA 92240		BLDR-19-227	SFD	O	9/18/2019							1		1			No	
	644131002	12496 Skyline Drive, Unit , Desert Hot Springs, CA 92240		BLDR-19-210	SFD	O	9/16/2019							1		1	1	0	No	
	639103009	66667 Mission Lakes Blvd., Unit , Desert Hot Springs, CA 92240		BLDR-19-188	SFD	O	9/4/2019							1		1	1	0	No	
	664140018	10109 Cholla Drive, Desert Hot Springs, CA 92240		BLDR-19-171	SFD	O	8/22/2019							1		1			No	
	642125020	12849 CUANDO WAY, DESERT HOT SPRINGS, CA 92240		BLDR-19-165	SFD	O	8/15/2019							1		1	1	0	No	
	638203014	9925 Mesquite Ave, Desert Hot Springs, CA 92240		BLDR-19-160	SFD	O	8/13/2019							1		1	1	0	No	

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	4	0	54	73	131	24	0	0	
	638151004	66329 Avenida Barona, Unit , Desert Hot Springs, CA 92240		BLDR-19-24	SFD	O	6/24/2019						1		1			No	
	641092038	66324 HACIENDA AVE, Unit , DESERT HOT SPRINGS, CA 92240		BLDR-19-294	MH	O	10/23/2019				1				1	1		No	

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

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 Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits										
1					2	3	4							5	6	7							8	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Rentor O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	
Summary Row: Start Data Entry Below							0	0	0	1	0	19	0		20	0	0	0	1	0	20	0		
	661-470-009, 010, 011, & 012	Rockies Avenue	Castle Rock	DP 04-19	SFD	O						4		10/10/2019	4									
	644-093-026	12967 Redbud Rd		2018-254	SFD	O									0							1		1/10/2019
	641-221-011	13565 Santa Ysabel		2018-719	SFD	O									0							1		8/22/2019
	641-182-007	13090 Santa Ysabel Dr		2018-1002	SFD	O									0							1		5/23/2019
	641-171-006	66815 Flora Ave		2018-1275	SFD	O									0							1		10/7/2019
	641-032-038	66094 Desert View Ave		2018-1340	SFD	O									0							1		2/21/2019
	664-040-029	11741 Western Ave		2019-96	MH	O			1					4/2/2019	1							1		4/4/2019
	644-202-009	68287 Via Domingo		2019-130	SFD	O						1		6/10/2019	1							1		7/3/2019
	639-032-015	66028 12th St		2019-204	SFD	O						1		3/18/2019	1							1		4/11/2019
	661-560-005	65288 Rolling Hills Dr		2019-235	SFD	O						1		3/11/2019	1							1		10/3/2019
	661-560-004	65310 Rolling hills Dr		2019-467	SFD	O						1		5/21/2019	1							1		10/3/2019
	661550011	65161 ROLLING HILLS DR	Watermarke	BLDR-19-340	SFD	O						1		11/4/2019	1							1		11/25/2019
	661551007	65162 ROLLING HILLS DR	Watermarke	BLDR-19-343	SFD	O						1		11/4/2019	1							1		11/25/2019
	661551006	65180 ROLLING HILLS DR	Watermarke	BLDR-19-346	SFD	O						1		11/4/2019	1							1		11/25/2019
	661550012	65183 ROLLING HILLS DR	Watermarke	BLDR-19-341	SFD	O						1		11/4/2019	1							1		11/25/2019
	661551005	65196 ROLLING HILLS DR	Watermarke	BLDR-19-345	SFD	O						1		11/4/2019	1							1		11/25/2019
	661550013	65199 ROLLING HILLS DR	Watermarke	BLDR-19-342	SFD	O						1		11/4/2019	1							1		11/25/2019
	661551004	65208 ROLLING HILLS DR	Watermarke	BLDR-19-344	SFD	O						1		11/4/2019	1							1		11/25/2019
	661550014	65209 ROLLING HILLS DR	Watermarke	BLDR-19-339	SFD	O						1		11/4/2019	1							1		11/25/2019
	639103009	66667 Mission Lakes Blvd		BLDR-19-188	SFD	O						1		10/9/2019	1							1		10/10/2019
	639123007	66745 San Felipe		BLDR-19-398	SFD	O						1		4/29/2019	1							1		12/18/2019
	638203014	9925 Mesquite Ave		BLDR-19-160	SFD	O						1		10/8/2019	1							1		11/4/2019
	639042021	66415 Cactus Dr		2015-651	SFD	O									0									
	642125021	12817 Cuando Way		2017-319	SFD	O									0									
	642043004	12424 Sumac Dr		2017-1496	SFD	O									0									
	663407007	65565 Acoma Ave		2018-146	SFD	O									0									
	663342018	13167 Via Real		2018-164	SFD	O									0									
	639071004	10913 Santa Cruz		2018-219	SFD	O									0									
	638191001	9714 Palm Dr		2018-374	SFD	O									0									
	641221004	13620 West Dr		2018-492	SFD	O									0									
	639172020	66796 8th St		2018-890	SFD	O									0									
	641171006	66815 Flora Ave		2018-1275	SFD	O									0									
	638092006	9156 Calle Del Diablo		2017-171	SFD	O									0									
	663405010	65565 Acoma Ave		2018-149	SFD	O									0									
	661470013	8691 Rockies Ave		2018-645	SFD	O									0									
	661420004	64334 Silver Star Ave		2018-646	SFD	O									0									
	661420003	64346 Silver Star Ave		2018-647	SFD	O									0									

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

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 Cells in grey contain auto-calculation formulas

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																							
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits									
1					2	3	4							5	6	7							8
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Rentor O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued
Summary Row: Start Data Entry Below							0	0	0	1	0	19	0		20	0	0	0	1	0	20	0	
	661420002	64358 Silver Star Ave		2018-648	SFD	O									0								
	661420001	64360 Silver Star Ave		2018-650	SFD	O									0								
	644175004	13376 Calle Amapola		2018-1171	SFD	O									0								
	663303014	65812 Buena Vista Ave		2018-1172	SFD	O									0								

9	Affordability by Household Incomes - Certificates of Occupancy							11	12	13	Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes	
	10	10	10	10	10	10	10				14	15	16	17	18	19	20			21
# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
21	0	0	0	1	0	21	0		22	0	0						0	0	0	
0						1		3/11/2019	1		N				Based on sale price of Homes in 2019 in the area.					
0						1		3/5/2019	1		N				Based on sale price of Homes in 2019 in the area.					
0						1		7/1/2019	1		N				Based on sale price of Homes in 2019 in the area.					
0						1		8/1/2019	1		N				Based on sale price of Homes in 2019 in the area.					

Jurisdiction	Desert Hot Springs	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	946						10				10	936
	Non-Deed Restricted												
Low	Deed Restricted	661						1	1			2	659
	Non-Deed Restricted												
Moderate	Deed Restricted	772						34	20			54	718
	Non-Deed Restricted												
Above Moderate		1817											1817
Total RHNA		4196											
Total Units								45	21			66	4130

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Desert Hot Springs		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1	The City Shall designate and zone site, during the planning process, to accommodate the need for housing for 3,263 lower income households	In progress with updated General Plan.	In progress with updated General Plan. Estimated Completion June 2020
Program 2	The City will amend the Zoning Code to ensure that its rules, policies, and standards are consistent with fair housing Laws	Completed	Completed
Program 3	The City will develop a reasonable accommodation procedure that encompass both Zoning and building standards	Completed	Completed
Program 4	The City will amend the zoning code to ensure that residential care facilities are permitted in all zones that permit single-family homes	Completed	Completed
Program 5	The City will develop a zone where emergency shelters are a permitted use	Completed	Completed
Program 6	Establish land use definitions for transitional housing	Completed	Completed
Program 7	Establish development standards for transitional and supportive housing	Completed	Completed
Program 8	Identify Zones where transitional housing will be identified as residential uses in the zones subject only to those restrictions that apply to other residential uses of the same type in the same zone.	Completed	Completed
Program 9	The City will adopt a specific reasonable accommodation procedure, as it would directly respond to the issues discussed by DOJ, HUD and the aState Attorney General Office.	Completed	Completed
Program 10	The City should revise the zoning code family definition to be more consistent with the letter and spirit of fair housing laws	Completed	Completed

Program 11	The City will amend the definition and may establish an all-inclusive term such as "licensed group homes" to identify the scope of facilities with the meaning of residential care facilities.	Completed	Completed
Program 12	The City will amend the zoning Code to add a use category of Residential Care Facilities housing seven or more people.	Pending	In progress with updated General Plan. Estimated Completion June 2020
Program 13	The City will prepare an ordinance describing its procedures for implementing the revised density bonus law.	Completed	Completed
Program 14	The City and the redevelopment Agency will prepare an inclusionary housing ordinance that will be applied to housing projects within the redevelopment Area and within new residential areas of the City.	N/A - no redevelopment area	N/A - no redevelopment area

Jurisdiction	Desert Hot Springs	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

REPORT TO THE CITY COUNCIL



DATE: March 3, 2020

TITLE: Discussion Item: Consideration of a Letter of Support for the Inland Empire Regional Energy Network (I-REN)

**Submitted by: Mayor Pro Tem, Robert Griffith
Council Member, Gary Gardner**

RECOMMENDATION

Consider whether to place an item regarding "consideration of a letter of support for the Inland Empire Regional Energy Network (I-REN)" on a future agenda for action.

DISCUSSION

Resolution 2019-004 (Exhibit 1) sets forth the "Policy" for placing items on an agenda by the Mayor or two (2) Council Members.

In accordance with the Policy, the City Council, during the discussion, shall consider whether to place the item on a subsequent agenda for "action" upon a majority vote of the City Council.

BACKGROUND

On February 13, 2020, the Coachella Valley Association of Governments (CVAG), Energy & Environmental Resources Committee discussed a recommendation to "continue to support the formation of the Inland Empire Regional Energy (I-REN) by having each respective City sign a letter of support" (Exhibit 2).

FISCAL IMPACT

There is no fiscal impact as a result of this action.

EXHIBIT(S)

- 1) Resolution 2019-004
- 2) CVAG E&E Staff Report – February 13, 2020

RESOLUTION NO. 2019-004

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS ADOPTING A POLICY FOR CITY COUNCILMEMBERS, INCLUDING THE MAYOR, PLACING ITEMS ON THE AGENDA

WHEREAS, the City of Desert Hot Springs (the “City”) is a charter city and a political subdivision of the State of California; and

WHEREAS, the City Council has adopted a document titled “City of Desert Hot Springs City Council and Commissions Meeting Guidelines and Procedures” (“Meeting Guidelines and Procedures”); and

WHEREAS, the Meeting Guidelines and Procedures provides a skeletal outline of how items get placed on the agenda; and

WHEREAS, this Policy for City Councilmembers, Including the Mayor, Placing Items on the Agenda (“Subject Policy”) is intended to set forth the procedures for placing items on the agenda and to provide clarity in this regard, notwithstanding the Meeting Guidelines and Procedures; and

WHEREAS, the Subject Policy will provide clear direction to staff as to when action items come before the City Council, as requested by the mayor or councilmembers; and

WHEREAS, this Subject Policy is for the betterment of the public health, safety and welfare inasmuch as it promotes a more transparent government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS AS FOLLOWS:

Section 1. RECITALS.

That the recitals set forth above are true and correct.

Section 2. ADOPTION OF A POLICY FOR CITY COUNCILMEMBERS, INCLUDING THE MAYOR, PLACING ITEMS ON THE AGENDA

Solely with respect to placing future items on the agenda by councilmembers or the mayor, the city manager is authorized and directed to do so as follows:

- (1) by direction of the mayor;
- (2) by direction of two city councilmembers

Councilmembers wishing to place items on a future agenda shall submit requests to the city manager at least ten (10) days before the council meeting. The items shall be placed on the agenda for discussion purposes only, and not as action items. The item shall identify the mayor or councilmembers making the request and contain a brief description of the subject matter. The city council, during the discussion item, will consider whether to direct staff to place an item on a future agenda for action. Upon direction of a majority of the city council present, staff will prepare a staff report and other documents as may be needed for any future action item.

This policy does not affect urgency items, which are those limited situations where an item requires immediate action, and the need to take immediate action came to the attention of the councilmember subsequent to the distribution of the agenda.

Section 3. SEVERABILITY.

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution or the Policy attached hereto be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution and Policy as hereby adopted shall remain in full force and effect.

Section 4. REPEAL OF CONFLICTING PROVISIONS.

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution or the Policy attached hereto are hereby repealed.

Section 5. EFFECTIVE DATE.

That this Resolution shall take effect immediately upon its adoption.

Section 6. CERTIFICATION.

That the City Clerk shall certify to the passage and adoption of this Resolution, enter the same in the book for original resolutions of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Desert Hot Springs at a regular meeting duly held on the 15th day of January, 2019, by the following vote:

AYES: 4 – Betts; Gardner; Zavala; and Mayor Matas.

NAYS: 1 – Pye.

ABSENT: None.

ABSTAIN: None.

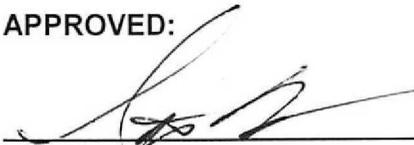
[SIGNATURES FOLLOW ON THE NEXT PAGE]

ATTEST:



Jerryl Soriano, City Clerk

APPROVED:



Scott Matas, Mayor

APPROVED AS TO FORM:



Jennifer A. Mizrahi, City Attorney

Item 7B

Energy & Environmental Resources Committee
February 13, 2020

**STAFF REPORT**

Subject: Regional Energy Network (REN)

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Continue to support the formation of the Inland Empire Regional Energy Network (I-REN) by having each respective city sign a letter of support.

Background: The State of California has been a great leader in the field of energy efficiency. Through a Local Government Partnership (LGP) program established by the California Public Utilities Commission's (CPUC), Investor Owned Utilities (IOUs) have been working with local governments to meet the aggressive energy efficiency and greenhouse gas reduction goals of the State. Since 2009, over 40 LGPs have taken a leadership role in exploring and creating energy efficiency opportunities which contribute to achieving the state's goals. CVAG's Desert Cities Energy Partnership (DCEP) is an example of a Local Government Partnership. Another CPUC-approved energy efficiency opportunity, referred to as a Regional Energy Network or REN, has been piloted. RENs supplement and enhance the existing energy efficiency support provided to local governments to provide further assistance to cities and counties with more flexibility than what LGPs currently provide.

At the February 2019 Executive Committee meeting, the board authorized the Executive Director to enter into an agreement with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) to form an Inland Empire Regional Energy Network (I-REN). Since then, the I-REN team hired a consultant to guide us successfully from formation through to implementation. The attached white paper was put together by WRCOG to illustrate the importance of forming a REN in our respective jurisdictions.

Currently there is one REN operating within our jurisdiction, SoCal REN, which is administered by Los Angeles County. To date, there has only been one project completed in CVAG's jurisdiction, which was in the City of Rancho Mirage. The I-REN team has had conversations with SoCal REN regarding the lack of attention to our respective jurisdictions, especially in CVAG's territory. This is one of the reasons to form the Inland Empire REN. An Inland Empire REN could serve our local communities and tailor programs to our climate zones, which differ from coastal regions served by SoCal REN. CVAG values its partnership with WRCOG and SBCOG and is excited about the opportunities offered as we continue to pursue the formation of the I-REN together.

As we continue our work toward the formation of the I-REN, there are milestones to reach before implementation. One of these milestones is obtaining letters of support from our respective jurisdictions. These letters of support will be instrumental in demonstrating to the CPUC that we are serious about our intentions to form the I-REN and in helping our underserved communities. Staff's recommendation is to continue to support the formation of the I-REN by having each respective city sign the attached letter of support.

Fiscal Impact: The agreement between WRCOG and SBCOG was already approved by the Executive Committee for an amount not to exceed \$25,000. To date, WRCOG has not invoiced CVAG. Should any other costs arise beyond the agreement amount, staff will bring back to the board for approval.

Attachments:

1. Letter of Support
2. WRCOG white paper

February 13, 2020

**California Energy Efficiency Coordinating Committee Members (CAEECC)
851 Howard St,
San Francisco, CA 94103**

Subject: Letter of Support for Inland Empire Regional Energy Network

Dear California Energy Efficiency Coordinating Committee Members:

[Name of organization] is pleased to provide this letter of support for the Inland Regional Energy Network (I-REN) in submitting an application to the California Public Utilities Commission (CPUC) to become a REN Program Administrator of energy efficiency funds.

[Name of organization] supports the efforts of I-REN and its member agencies of San Bernardino Council of Governments, Western Riverside Council of Governments and Coachella Valley Association of Governments with their ongoing energy efficiency opportunities within the region, as well as their proposed I-REN program sector initiatives, not limited to, the following;

- **Public Sector:** Initiatives are designed to fill gaps in existing program offerings from other providers and provide technical assistance support for municipal agencies looking to upgrade community centers, libraries, senior centers, cooling centers and daycare centers. The I-REN territory experiences extremely warm climate conditions in the summer and the opportunity to upgrade existing buildings, while reducing energy usage, would have tremendous benefits.
- **Codes and Standards:** The I-REN will work with local building departments to offer support and training for compliance with the California Building Energy Efficiency Code. I-REN will engage with building departments, local contractors, and regional construction firms through mentorships, education, and outreach activities.
- **Workforce, Education and Training:** I-REN's Workforce, Education and Training initiatives aim to address the current limited number of qualified contractors providing energy efficiency services within the region. Partnership opportunities with local academia to develop and offer work force programs that can support high school, community college and occupational/technical school students with job opportunities in the field of energy efficiency.

I-REN brings the necessary local experience and knowledge so that the region can benefit from improved energy efficiency, increased compliance with Codes and Standards, and advancements in Workforce Education and Training. We respectfully offer our enthusiastic support of I-REN in its application to become a REN Program Administrator, and we are excited to collaborate with them in this important work.

Sincerely,

[Name]
[Title]
[Organization]

cc. Niles Strindberg, CPUC Energy Division

White Paper:

What are Regional Energy Networks and the transition from Local Government Partnerships?

This paper describes the historic purpose and role of Local Government Partnerships (LGPs), the challenges they are facing, and a new opportunity for WRCOG members to continue providing localized energy efficiency programs for their communities through a Regional Energy Network (REN)

History of Local Government Partnerships (LGPs) and the emergence of Regional Energy Networks (RENs)

Local Government Partnerships (LGPs), such as WRCOG's WREP Program, were approved by the CPUC in 2009 and allow Investor Owned Utilities (IOUs) to work with local governments on the implementation of LGPs. LGPs typically focus on three objectives: 1) retrofitting local government buildings; 2) promoting utility core programs; and 3) supporting qualified energy efficiency activities included in the Energy Efficiency Strategic Plan.

WREP was formed in 2010 and is administered by WRCOG to achieve the above-stated objectives. WREP works closely with WRCOG's member agencies, as well as Southern California Edison (SCE) and SoCal Gas, to provide project support and community outreach through a number of energy efficiency initiatives. WREP has been extremely impactful over the last 9 years, resulting in a total savings for member jurisdictions of over 16.7 million kWh (equivalent to 2,000 homes' electricity use for one year) and over 9,000 therms (equivalent to electricity use for 8 homes for one year).

Despite these gains, IOUs are diverting resources from WREP and other LGPs in favor of programs that will yield broader energy savings across communities, focusing less on savings for local jurisdictions.

RENs represent the next iteration of LGPs

In 2012, the CPUC authorized a new model for administering energy efficiency programs outside of the traditional IOU-administered LGP. These new models are known as RENs. Since then, three RENs have been established in California, supporting 15 counties.

In an effort to continue to provide a high level of support facilitating energy efficiency to member jurisdictions, WRCOG, in partnership with SBCOG and CVAG (both of which implement individual LGPs), is exploring development and implementation of a REN that would cover all of Riverside and San Bernardino Counties. The resultant REN would complement the activities of the IOUs and yield greater energy savings overall.

Where are RENs operating in California and what do they accomplish?

The three active RENs established to date are SoCal REN (administered by the County of Los Angeles), BAYREN (administered by the Association of Bay Area Governments (ABAG)), and 3CREN (administered by Santa Barbara, San Luis Obispo, and Ventura Counties). These three REN implementers work with their respective IOUs and administer the following programs for their regions:

1. Residential and commercial energy efficiency installation programs
2. Workshops and trainings for energy efficiency contractors

3. Financing mechanisms for municipal agencies to fund energy efficiency projects
4. Collaborations with third-party providers to assist with additional energy audits and program support for municipalities or businesses.

What is the difference between a REN, an LGP and the IOU-operated programs?

The CPUC calls for RENs to address the following three operational areas, which are expressly focused on not duplicating the work of IOU-operated programs:

1. Undertake programs that the IOUs cannot or do not intend to administer: RENs can develop “Pilot” programs that are entirely different from IOU programs or utilize a unique approach and have the potential to scale and/or target hard-to-reach customers (see below).
2. Target hard-to-reach consumers: Utility customers who are geographically isolated, have language barriers, and/or low socioeconomic status are considered “hard-to-reach”.
3. Design programs that have the potential to be scaled to larger geographic areas: RENs can implement projects with potentially broad applications allowing for regional or state-wide expansion.

In addition to these focus areas, the CPUC also directed RENs to address the areas of Workforce Education & Training (WE&T), Technology Development, and the Water- Energy Nexus.

Will the REN conduct similar work to an LGP?

WREP, and LGP, supports energy savings through two primary platforms: municipal energy retrofit assistance and community education. Municipal retrofit projects include LED lighting upgrades, smart controls for HVAC, HVAC upgrades, water heater replacement, and water heater insulation. WREP’s community education activities promote sustainable best practices through outreach at community events. At these events, WREP staff educate and promote current SCE / SoCal Gas residential customer and business programs that are available for enrollment. Programs promoted in the past include SCE and SoCal Gas’ Energy Saving Assistance (ESA) Programs which offer residents who meet an income threshold an audit and installation of energy measures, all at no cost. Measures include lighting, plug load strips, low flow shower heads, and in some instances, residents will also be eligible to receive upgrades to their appliances (refrigerators, stoves, washer / dryer).

The goal for REN is to continue to offer the same programs that WREP conducts and augment them with additional programs and benefits. For example, the REN would look to implement programs that bring advanced technology to the region (such as battery storage or smart metering), hold workshops and educate contractors on the installation of new energy efficiency standards as set by the CPUC, facilitate electric vehicle roadmaps / rebate programs, and provide energy efficiency measures to disadvantaged communities.

Below is a side by side comparison of current WREP offerings and potential REN program offerings:

Program Comparison	
WREP	REN
Project Support (Municipal)	Project Support (Municipal)
Technical Assistance	Technical Assistance

Community Outreach (Residents & Small Commercial)	Community Outreach (Residents & Small Commercial)
	Residential Energy Efficiency (Single / Multi-Family)
	Advancement of Innovative Technology (Solar / Battery Storage)
	Electric Vehicle Rebate Programs
	Development of Funding Mechanisms (Revolving Loan Funds)
	Workforce Education & Training

In comparison to LGPs...

RENs are similar in that they:

- Continue to work with IOUs, such as SCE & SoCal Gas, for program outreach.
- Continue to meet California’s Energy Efficiency Goals.
- Serve as energy efficiency platforms that support energy efficiency initiatives with IOU customers.
- Are funded by revenues collected by the CPUC from the Public Benefits Charge (PBC), a fee applied to utility bills to fund public-interest programs related to the utility service.

RENs differ in that they:

- Provide a greater level of local control in the development and implementation of programs that are specific to the region the REN represents
 - LGPs do not have the same control to design regionally specific programs and are beholden to the programs developed by the IOUs. To illustrate, as shown in the chart above, WREP is only able to provide technical assistance, energy efficient education, and conduct community outreach; while RENs provide these and additional programs.
- Can develop programs to support workforce education and training for energy efficiency contractors as well as support technology development and marketing and outreach programs for municipalities, residential and commercial customers.
- Typically operate a much larger budget and, while the IOUs must approve a budget and administer funds on a reimbursement basis to LGPs, money is sent directly from the CPUC to the REN in advance.

If RENs and LGPs are funded by the same source, why do they receive different amounts?

Like WREP is currently, the REN would be funded by revenues collected by the CPUC from the Public Benefits Charge (PBC), a fee applied to utility bills to fund public-interest programs related to the utility service. WRCOG anticipates that the REN would garner a greater share of PBC funding than the aggregate funding of WREP and the CVAG- and SBCOG-operated LGPs, because RENs have greater flexibility to create and implement a wider variety of programs. This hypothesis is supported by the funding structure of the existing RENs.

The table below shows the 2019 budgets for the existing RENs compared to WRCO’s WREP (LGP) Program. 3C REN represents the Counties of San Luis Obispo, Santa Barbara, and

Ventura, which have a total population of 1,570,949, meaning that the 3C REN was funded \$3.80 per capita, in comparison to \$0.18 per capita for WREP.

2019 Energy Program Funding	
Program	Funding Allocation
SoCal REN	\$21,800,800
BAYREN	\$24,702,000
3C REN	\$5,964,400
WREP	\$216,000

Why collaborate with other COGs?

WRCOG is looking to collaborate with CVAG and SBCOG to form a REN for two primary reasons. First, the larger region is anticipated to be more attractive for approval by the CPUC. Second, a collaborative REN offers an opportunity to leverage the existing resources and knowledge capital across the inland region and offer energy savings programming with increased economies of scale and efficiency.

Who will administer the Inland Empire REN? It was decided among the three COGs that WRCOG would take the lead role in administering the REN.

Conclusions and moving forward

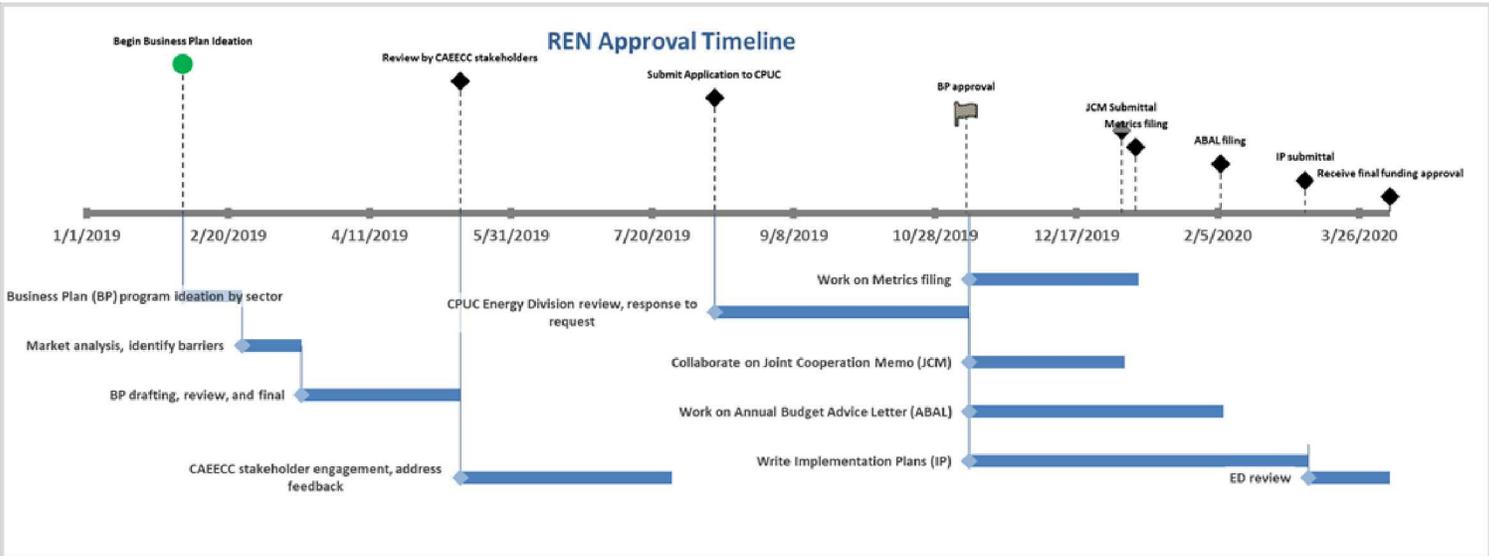
A REN would offer several benefits to WRCOG members, including: education and facilitation/support on energy efficiency for municipalities, residents, and commercial businesses; relevant jobs training for contractors; increased funding from the CPUC’s Public Benefits Charge (PBC) for the subregion; and greater flexibility in establishing and implementing energy efficiency programs for the betterment of the region.

In lieu of the reduced funding to WREP and other LGPs, WRCOG has been working with the San Bernardino Council of Governments (SBCOG) and Coachella Valley Association of Governments (CVAG) (which implement their own individual LGPs) to explore the development and implement a Regional Energy Network that would cover both Riverside and San Bernardino Counties. An Inland Empire REN would create the opportunity to grow energy programs tailored to member interest through a fiscally and logistically efficient collaborative.

In order for a REN to be established in both counties, all three COGs need to create and submit a REN Business Plan to the CPUC. The Business Plan would serve as the framework for the REN, providing information on the Program’s service boundary, energy efficiency analysis, energy efficiency measures / potential programs to be implemented within the service territory, and how the REN’s programs will meet California’s energy efficiency goals. Potential program areas include residential (single / multi-family), small commercial, and workforce education and training.

Once the Business Plan is approved at the CPUC level, then the creation of an Implementation Plan, Annual Budget Advice Letter, and Joint Cooperation Memo will need to be completed before the funds are dispersed to the REN. The timeline for all these documents to be created and approved at the CPUC level vary, but all three COGs are aiming to have an active REN by 2020. The chart below illustrates the timeline for REN approval.

REN Approval Timeline





CITY OF DESERT HOT SPRINGS

**REGULAR MEETING OF THE CITY COUNCIL
And the City Council Serving as the Successor Agency to the
Redevelopment Agency Board**

DRAFT ACTION MINUTES

FEBRUARY 18, 2020

5:30 P.M. – PRESENTATIONS

6:00 P.M. – REGULAR SESSION

**CITY COUNCIL CHAMBERS
Carl May Community Center
11711 West Drive, Desert Hot Springs, California**

PRESENTATIONS - 5:30 P.M.

- 1. John F. Kennedy Memorial Foundation - Ophelia Project Presentation**
President and Chief Executive Officer, Susan Francis

Susan Francis, President and Chief Executive Officer, provided an overview of the Ophelia Project, and responded to questions.

- 2. Introduction and Swearing-In of New Police Officer**
Chief of Police, Jim Henson; and City Clerk, Jerryl Soriano

Jim Henson, Chief of Police, introduced Officer Randall Budzinski.

Jerryl Soriano, City Clerk, administered the Oath.

RECESS

REGULAR SESSION - 6:00 P.M.

CALL TO ORDER

Mayor Matas called the Regular Session to order at 6:00 P.M.

ROLL CALL

Present:
 Council Members: Russell Betts, Gary Gardner, Jan Pye
 Mayor Pro Tem: Robert Griffith
 Mayor: Scott Matas

INVOCATION

A moment of silence was held in memory of Richard Cromwell.
 Pastor Kephyan Sheppard gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Matas led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Action: Betts moved to approve the February 18, 2020 Regular Meeting agenda, and approve the Consent Calendar in its entirety (Item 5 - Minutes approved as corrected), motion seconded by Griffith, motion carried 5/0 by the following vote:

Vote: AYES: 5 - Betts, Matas, Pye, Gardner, Griffith
 Passed NOES: 0 - (None)

PUBLIC COMMENTS

Jessica Gilbert announced the Rotary Big Heart Awards event.
 Florence Martin reported on the Public Safety Commission meeting; and spoke regarding the Desert Hot Springs High School Public Safety Academy.
 Ted Mayrhofer spoke regarding commissions.

CITY MANAGER REPORT

Daniel Porras, Public Works Director, provided updates regarding the Palm Drive paving project; Palm Drive Phase II project; new traffic signals; and the KMart parking lot lights.

MAYOR AND COUNCIL MEMBER REPORTS

Council Member Pye reported on the various meetings and events she attended.

Council Member Gardner reported on the various meetings and events he attended.

Mayor Pro Tem Griffith reported on the various meetings and events he attended.

Council Member Betts reported on the various meetings and events he attended.

Mayor Matas reported on the various meetings and events he attended.

ADMINISTRATIVE CALENDAR:

3. 2019 ATP Safety Program Projects - Engineering Design and Reimbursement Agreement

Public Works Director, Daniel Porras

Recommendation: 1) Authorize the City Manager to execute a Professional Services Agreement between the City of Desert Hot Springs and Omnis Inc. for the Design of the 2019 ATP Safety Program Projects in an amount not to exceed \$1,321,000.00; and
 2) Authorize the City Manager to execute a Reimbursement Agreement between the City of Desert Hot Springs and CVAG for the Design of the 2019 ATP Safety Program Projects for a total amount not to exceed \$1,321,000.00 in which 75% of the CVAG Regional Share would equal \$990,750.00, and the City of Desert Hot Springs Local share would equal \$330,250.00, allowing substantive changes to be made by the City Manager and City Attorney as they deem appropriate.

Council Member Betts recused due to a potential conflict of interest.

Daniel Porras, Public Works Director, presented the staff report.

Action: Pye moved to approve staff recommendation, motion seconded by Gardner, motion carried 4/0 by the following vote:

Vote: AYES: 4 - Matas, Pye, Gardner, Griffith
 Passed NOES: 0 - (None)

4. Palm Springs International Airport Commission Nomination

City Clerk, Jerryl Soriano, CMC

Recommendation: Consider a nomination to the Palm Springs International Airport Commission for a term ending February 28, 2022.

Jerryl Soriano, City Clerk, presented the staff report.

Action: Betts moved to nominate Council Member Pye, motion seconded by Gardner, motion carried 5/0 by the following vote:

REPORT TO THE CITY COUNCIL

**DATE: March 3, 2020****TITLE: County Service Area 152 (CSA 152) Budget and Proposed Assessment For Fiscal Year 2020-19****Prepared by: Daniel Porras, Public Works Director****RECOMMENDATION**

- 1) Review the budget and assessment for County Service Area 152; and**
- 2) Adopt a Resolution of the City Council making its findings and establishing the rates for County Service Area 152 to fund the City's National Pollutant Discharge Elimination System (NPDES) Permit.**

DISCUSSION

County Service Area 152 National Pollutant Discharge Elimination System Stormwater Program, (CSA 152-NPDES), was formed and established in November 1991 by the County of Riverside. CSA 152 was necessary to fund requirements for public agencies to implement and comply with the National Clean Water Act permit. The City is a co-permittee with the County and other Coachella Valley agencies. The permit provisions implement the following policies, programs and/or procedures:

- Storm drain construction, maintenance and inspection
- Public Works and Planning staff time implementing new requirements for development projects
- Construction and business inspections
- Ordinance development and enforcement
- Water quality sampling and monitoring programs
- Compliance plan development and implementation
- Street Sweeping

Exhibit 1 is a table of the estimated annual costs to implement the NPDES policies, programs and/or procedures in the City. Staff anticipates that the annual NPDES total costs will likely increase as new construction is completed and as new state regulations and requirements are approved. All increases in expenses that exceed the revenues received through CSA 152 will need to be covered by the General Fund or another funding source.

Current rates in CSA 152 are \$10.00 per Benefit Assessment Unit (BAU). The average residential parcel is assessed that amount. Non-residential assessed uses average \$11.79 per year. Commercial and industrial property assessed uses average \$83.03 per year. The City currently collects approximately \$134,000 resulting in a reserve of approximately \$0 (zero) dollars.

Exhibit 2 shows the assessment rates that other agencies have established. The maximum rate was established in CSA 152 at \$10.00 per BAU. Therefore, no balloting per Proposition 218 is required at the maximum rate. However, any assessment being proposed that exceeds the pre-determined maximum rate would require a public hearing and balloting process.

Staff is recommending that the City council adopt the Resolution (Exhibit 3) and direct the City Clerk to transmit a certified copy of the Resolution to the County.

FISCAL IMPACT

The \$10.00 rate will generate an estimated \$134,000, which will cover expenses to implement the program requirements. All increases in expenses that exceed the revenues received through CSA 152 will need to be covered by the General Fund or another funding source.

EXHIBIT(S)

- 1) Annual Costs
- 2) Agency Rates
- 3) Resolution making findings and establishing CSA 152 rates for Fiscal Year 2020-21.

NPDES Annual Budget

NPDES Annual Budget

Item	Description	Cost Estimate
City-wide Catchbasin clean-ups	Annual maintenance of storm water catchbasins	\$47,000.00
NPDES Permit and Implementation of Program	MS4 Permit cost share with co-permittees	\$22,000.00
NPDES Reporting	Annual Reporting and Monitoring	\$3,000.00
Street Sweeping	Annual Street Sweeping	\$62,000.00
	Total Estimated Annual Budget	\$134,000.00

EXHIBIT 2

Each year the County requests from each participating City a list of parcels needing to be updated for the following fiscal year and the BAU rate that City has approved for levying. A comparison of the CSA rates for various jurisdictions are shown in the table below.

Agency	Proposed
	<i>FY 20/21</i>
City of Murrieta	<i>\$10.00</i>
City of Corona	<i>\$10.00</i>
City of Desert Hot Springs	<i>\$10.00</i>
City of Riverside	<i>\$10.00</i>
City of La Quinta	<i>\$9.98</i>
City of Palm Springs	<i>\$9.50</i>
City of Lake Elsinore	<i>\$8.24</i>
City of Moreno Valley	<i>\$8.14</i>
City of Norco	<i>\$5.78</i>
City of Rancho Mirage	<i>\$4.68</i>
City of San Jacinto	<i>\$4.26</i>

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA MAKING ITS FINDINGS AND ESTABLISHING THE RATES FOR COUNTY SERVICE AREA 152 TO FUND THE CITY’S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

WHEREAS, the City of Desert Hot Springs (“City”) is a co-permittee under the National Pollution Discharge Elimination System (“NPDES”); and

WHEREAS, under the NPDES Permit and the NPDES Municipal Separate Storm Sewer System (“MS4”) Permit, the City is required to monitor, inspect and clean the City’s storm channels so as to prevent unauthorized and potentially hazardous discharge into the Whitewater River Watershed and carry out programs and activities to maintain compliance with the MS4 Permit; and

WHEREAS, on December 21, 1993, the City was annexed into County Service Area (“CSA”) 152 to assist in funding the City’s responsibilities under the NPDES Permit; and

WHEREAS, the County of Riverside (“County”), by its Resolution No. 93-454 annexed the City into CSA–152; and

WHEREAS, when the County established CSA–152, the maximum assessment per benefit assessment unit (“BAU”) was set at \$10.00; and

WHEREAS, the City Council of the City of Desert Hot Springs established and set the rates for CSA – 152 and adopted an Administrative Services Agreement for CSA 152 Program Between Riverside County and the City to fund the City’s NPDES Permit to operate and maintain the City’s drainage and flood control systems and set the City’s annual assessment rate at \$10.00 per “BAU”, and authorized the County of Riverside to levy assessments under CSA-152 for the benefit of the City; and

WHEREAS, the current NPDES (MS4) Permit adopted on June 27, 2013, requires the City to inspect, clean, and maintain all of the City’s storm channels; increases the frequency of inspection of construction and industrial and commercial businesses; and further requires the City to develop programs to reduce bacteria pollution in the Santa Ana River; and

WHEREAS, NPDES (MS4) Permit program requirements have increased compliance costs for the City, and the City annual assessment was increased to the maximum allowed in Fiscal Year 15-16 to the maximum rate of \$10.00 to provide funds for the increased cost; and

WHEREAS, in order to recover NPDES (MS4) Permit program costs the City finds it necessary to authorize the County to continue CSA 152 assessments effective with the 2020/2021 property tax bill at \$10.00 per BAU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Desert Hot Springs, California, as follows:

Section 1. The City Council hereby finds and determines that each and every recital set forth above is true and correct.

Section 2. Based upon the facts set forth herein, the City Council finds that CSA – 152 charges are assessments that confers benefits upon each parcel of property subject to the

assessments. Pursuant to Section 5(a) of Article XIID of the California Constitution, the CSA – 152 Desert Hot Springs assessments are exempt from the procedures and approval process because CSA – 152 existed before the effective date of Article XIID. Further, pursuant to Section 5(a) of Article XIID, any future increases are also exempt. The proposed changes to the annual assessment do not exceed the maximum assessment and do not constitute an increase in assessment for purposes of Article XIID.

Section 3. That the City of Desert Hot Springs requests that the Riverside County Board of Supervisors impose the CSA–152 assessments within the City of Desert Hot Springs to \$10.00 per benefit assessment unit.

PASSED AND ADOPTED by the City Council of the City of Desert Hot Springs at a regular meeting duly held on the 3rd day of March 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

[SIGNATURES FOLLOW ON THE NEXT PAGE]

ATTEST:

Jerryl Soriano, CMC, City Clerk

APPROVED:

Scott Matas, Mayor

APPROVED AS TO FORM:

Jennifer A. Mizrahi, City Attorney

REPORT TO THE CITY COUNCIL

**DATE: March 3, 2020****TITLE: Contracts Management Report as of February 15, 2020****Prepared by: Viviana Gonzalez-Osorio, Management Analyst****Reviewed by: Geoffrey Buchheim, Finance Director**

RECOMMENDATION**Receive and file.****DISCUSSION:**

Of the FY 2019-2020 Consolidated General Fund adopted operating budget of 19.89 Million, 6.38 Million, or 32% is comprised of contract services. To facilitate management of the City's contracts, a Contracts Management Report (Exhibit 1) has been developed and is submitted to the City Council for informational purposes. This report is comprised of operational contracts over \$5,000.00 in support of daily City operations. This report assists Staff in proactively administering contracts.

FISCAL IMPACT:

None.

EXHIBITS:

1) Contracts Management Report as of February 15, 2020

City of Desert Hot Springs
Contracts Management Report
March 03, 2020

Balance as of February 15, 2020

Service/Commodity Provided	Current Contractor/ Consultant	Responsible Department / Division	Annual Contract Amount	Total Contract Amount	Total Contract Remaining Balance	Contract Effective Date	Contract Expiration Date
FURBEE AQUATIC POOL MAINTENANCE	1 STOP POOL PROS	Public Works	\$159,379	\$478,137	\$401,462	7/2/2019	6/30/2022
STREET SWEEPING	M & M SWEEPING, INC.	Public Works	\$70,740	\$70,740	\$28,062	7/1/2019	6/30/2022
TRAFFIC SIGNAL MAINTENANCE	SIEMENS MOBILITY INC	Public Works	\$57,000	\$57,000	\$36,604	7/1/2019	Not to Exceed dollar amount
JANITORIAL SERVICES	KELLER MEYER BERGENSONS SERVICES LLC	Public Works	\$114,320	\$114,320	\$59,572	1/1/2019	12/31/2020
CITY WIDE ZONE 1 & 2 LANDSCAPE SERVICES	MARIPOSA LANDSCAPES, INC.	Public Works	\$188,136	\$188,136	\$78,390	7/1/2019	6/30/2021
CITY WIDE ZONE 3 & 4 LANDSCAPE SERVICES	DESERT CONCEPTS CONSTRUCTION	Public Works	\$212,484	\$212,484	\$70,828	7/1/2019	6/30/2021
CITY WIDE LANDSCAPE	CLASSIC LANDSCAPE MAINTENANCE	Public Works	\$25,000	\$25,000	\$5,900	7/1/2019	6/30/2020
SR CENTER MANAGEMENT	MIZELL SENIOR CENTER	Public Works	\$125,000	\$375,000	\$40,256	3/1/2017	6/30/2020
CITYWIDE HEAVY EQUIPMENT MAINTENCE	DIESEL TECHNOLOGY SERVICES	Public Works	\$20,000	\$20,000	\$18,075	7/1/2019	6/30/2020
CITY FACILITES AC REPAIRS & MAINTENANCE	NICOL CLIMATE CONTROL	Public Works	\$30,000	\$30,000	\$19,525	7/1/2019	6/30/2020
CITYWIDE ELECTRICAL SERVICES	SHAUN HOISINGTON ELECTRICAL SVS	Public Works	\$25,000	\$25,000	\$18,609	7/1/2019	6/30/2020
PARKS ELECTRICAL SERVICES	SHAUN HOISINGTON ELECTRICAL SVS	Public Works	\$25,000	\$25,000	\$1,442	7/1/2019	6/30/2020
LOCK AND KEY SERVICES	VALLEY LOCK AND SAFE	Public Works	\$10,000	\$10,000	\$9,196	7/1/2019	6/30/2020
CITY FACILITES GENERATOR MAINTENANCE	YALE-CHASE EQUIP & SERVICES	Public Works	\$20,000	\$20,000	\$3,264	7/1/2016	6/30/2020
SPECIAL DISTRICT ADMIN SERVICES	WEBB MUNICIPAL FINANCE LLC	Finance	Agreement for a period of (3) years beginning FY19-20 and continue until FY 21-22 Not to exceed \$256,615.	\$256,615	\$217,490	11/20/2018	6/30/2022
PROPERTY AND SALES TAX AUDIT SERVICES	HDL (HINDERLITER, DELLAMAS) COREN & CONE	Finance	\$14,850 annually and rate schedule for contingencies	\$74,250	\$33,413	5/23/2017	5/23/2022
MARIJUANA DISPENSARY AUDIT SERVICES	HDL (HINDERLITER, DELLAMAS) COREN & CONE	Finance	Not to exceed \$83,500 through FY 20-21	\$83,500	\$42,000	10/26/2016	6/30/2021
AUDIT SERVICES	THE PUN GROUP	Finance	TO 06/30/17: \$68,440 FY 17-18: \$69,809 FY 18-19: \$71,204 FY 19-20: \$72,628	\$282,081	\$128,119	4/18/2017	6/30/2020
CONSULTING SVCS FINANCE	URBAN FUTURES	Finance	\$92,131	\$276,393	\$56,798	6/20/2017	6/30/2020
DEBRIS ABATEMENT PROGRAM	DESERT VALLEY DISPOSAL (DVD)	Finance	\$184,997	\$184,997	\$87,760	7/1/2019	6/30/2020

ITEM 9.

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City of Desert Hot Springs
Contracts Management Report
March 03, 2020

Balance as of February 15, 2020

Service/Commodity Provided	Current Contractor/ Consultant	Responsible Department / Division	Annual Contract Amount	Total Contract Amount	Total Contract Remaining Balance	Contract Effective Date	Contract Expiration Date
GRANT WRITING, RESEARCH & CONSULTING SERVICES	EVAN BROOKS ASSOCIATES, INC.	Finance	\$30,000	\$30,000	\$23,400	9/19/2019	Not to Exceed dollar amount
GENERAL & LITIGATION LEGAL SERVICES	QUINTANILLA & ASSOCIATES	City Manager	\$25,000 plus Rate Schedule	\$165,000	\$20,061	10/18/2016	30 Day Termination Period
LEGAL LITIGATION SERVICES	STREAM KIM	City Manager/ Finance	\$285,000	\$285,000	\$16,610	1/15/2019	6/30/2020
GENERAL LEGAL SERVICES	STREAM KIM	City Manager/ Finance	\$464,208	\$464,208	\$354,129	11/5/2019	Open
COUNCIL VIDEO, PD CABLE SHOW	AWESOME DUDE VIDEO	City Manager / City Council	NA	NA	NA	10/1/2012	Month to Month
LEGAL SERVICE	LIEBERT CASSIDY	City Manager / Human Resources	Rate Schedule	Rate Schedule	Rate Schedule	2/4/2014	Month to Month
GIS CONSULTING SERVICES	INTERWEST CONSULTING GROUP, INC.	City Manager / Information Technology	\$9,905	\$9,905	\$2,775	12/17/2018	Not to Exceed dollar amount
TEMP SERVICES PLANNING SUPPORT SVCS/ADMIN	ROBERT HALF/OFFICE TEAM/CCOUNTEMP	Human Resources	Employee paid per rates	\$150,000	\$146,359	6/4/2019	6/30/2022
TEMP SERVICES FINANCE SUPPORT	ATWORK PERSONNEL SERVICES	Human Resources	Not to Exceed \$150,000 per FY	\$150,000	\$111,719	10/18/2016	6/30/2022
DESERT HOT SPRINGS - GENERAL PLAN	MOORE, IACOFANO, GOLFSMAN INC. (MIG, INC.)	Community Development	Contract not to exceed 432,000	\$432,000	\$52,152	7/18/2018	3/18/2020
BUILDING PLAN CHECK INSPECTION SERVICES	SCOTT FAZEKAS & ASSOCIATES	Community Development	FY 18-19 5 Year Contract Not to Exceed \$500,000. Through 2023	Not to Exceed \$500,000	\$289,021	2/25/2019	6/30/2023
BUILDING PLAN CHECK INSPECTION SERVICES/ OFFICIAL & CASP SERVICES	WILLDAN ENGINEERING	Community Development	FY 18-19 Contract Not to Exceed \$500,000. - Shall automatically renew for (4) successive 1 year terms 2023	Not to Exceed \$500,000	\$430,421	2/5/2019	6/30/2023
PLANNING STAFFING SERVICES	WILLDAN ENGINEERING	Community Development	FY 19-20 Contract - Not to Exceed \$50,000.	Not to Exceed \$50,000	\$50,000	1/30/2020	24 Hr. Termination Clause
PLAN CHECK SERVICES	INTERWEST CONSULTING GROUP, INC.	Community Development	FY 18-19 Contract Not to Exceed \$500,000. - Shall automatically renew for (4) successive 1 year terms 2023	Not to Exceed \$500,000	\$500,000	2/5/2019	6/30/2023

City of Desert Hot Springs
Contracts Management Report
March 03, 2020

Balance as of February 15, 2020

Service/Commodity Provided	Current Contractor/ Consultant	Responsible Department / Division	Annual Contract Amount	Total Contract Amount	Total Contract Remaining Balance	Contract Effective Date	Contract Expiration Date
ENVIRONMENTAL SERVICES	CHAMBERS GROUP, INC.	Community Development	FY 18-19 Three (3) Year Contract Not to Exceed \$150,000.	Not to Exceed \$150,000	\$147,742	7/2/2019	6/30/2022
EMPLOYMENT BACKGROUND INVEST.	BRUCE BOWER INVESTIGATION	Police	\$25,000	\$25,000	\$15,383	7/1/2019	6/30/2020
DISPATCH SERVICES	CITY OF CATHEDRAL CITY	Police	TOTAL 2015-2018: \$3,967,533 FY 18-19 \$1,269,119. FY 19-20 \$1,315,124.56 FY 20-21 \$1,362,797.83 FY 21-22 \$1,412,199.25	\$9,326,774	\$3,962,058	1/1/2015	7/1/2022
EASTERN RIVERSIDE COUNTY INTEROPERABLE COMMUNICATIONS AUTHORITY (ERICA)	CITY OF INDIO	Police	TOTAL 2015-2018: \$1,032,588.84 FY 2018-2019 \$351,082.11 FY 2019-2020 \$355,509.11	\$1,739,180	\$0	7/1/2015	Automatic Annual renewal
ANIMAL SERVICES	COUNTY OF RIVERSIDE ANIMAL SERVICES	Police	Billed per rate schedules	\$71,360	\$26,933	7/1/2017	6/30/2020
FIRE SERVICES	RIVERSIDE COUNTY FIRE DEPARTMENT	Police	TOTAL FOR 2018-2021 \$8,111,692.	\$8,111,692	\$6,301,309	6/19/2018	6/30/2021
GRAFFITI REMOVAL	GRAFFITI PROTECTIVE COATING	Police	\$90,000	(3) Year Contract with an amount not to Exceed \$270,000, \$90,000. per year with a max of \$7,500 per month	\$69,428	7/1/2019	6/30/2022
CANNABIS COMPLIANCE SERVICES	CANNABIS COMPLIANCE SOLUTIONS	Police	Monthly rate at \$12,615., not to Exceed \$50,000.	\$50,000	\$37,385	1/1/2020	4/30/2020
CODE ENFORCEMENT/VEH ABATEMENT CONTRACT SERVICES	PAMELA CHAFFIN	Police	\$24,000	\$24,000	\$9,307	1/28/2019	24 Hr. Termination Clause
POLICE DEPARTMENT CONSULTING SERVICES	MARK GARCIA	Police	\$30,000	\$30,000	\$7,975	10/3/2019	30 Day Termination Period
POLICE DEPARTMENT CONSULTING SERVICES	GALE ROBERTS	Police	\$30,000	\$30,000	\$17,400	9/11/2019	24 Hr. Termination Clause

City of Desert Hot Springs
Contracts Management Report
March 03, 2020

Balance as of February 15, 2020

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