



# City of La Quinta

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## CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS  
78-495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, NOVEMBER 1, 2016 AT 4:00 P.M.**

### **CALL TO ORDER**

ROLL CALL: Councilmembers: Franklin, Osborne, Peña, Radi, Mayor Evans

### **PLEDGE OF ALLEGIANCE**

### **CONFIRMATION OF AGENDA**

### **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

At this time, members of the public may address the City Council on any matter not listed on the agenda. Please complete a "Request to Speak" form and limit your comments to three minutes. The City Council values your comments; however in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by GC 54954.2(b).

### **ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS – NONE**

### **CONSENT CALENDAR**

NOTE: Consent Calendar items are routine in nature and can be approved by one motion.

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2. APPROVE COOPERATIVE AGREEMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES WITH COUNTY OF RIVERSIDE 99

**STUDY SESSION**

1. DISCUSS REQUEST BY THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS FOR THE CITY OF LA QUINTA TO PARTICIPATE IN A WATER EFFICIENCY AND OVERSEEDING ALTERNATIVE CERTIFICATION PROGRAM FOR LANDSCAPE-RELATED BUSINESSES 119

**PUBLIC HEARING** – 5:00 P.M.

For all Public Hearings on the agenda, a completed “Request to Speak” form must be filed with the City Clerk prior to consideration of that item.

A person may submit written comments to City Council before a public hearing or appear in support or opposition to the approval of a project(s). If you challenge a project(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at, or prior to the public hearing.

1. ADOPT A RESOLUTION APPROVING ISSUANCE OF BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE BENEFIT OF EISENHOWER MEDICAL CENTER [RESOLUTION NO. 2016-045] 125

## **DEPARTMENTAL REPORTS**

1. CITY MANAGER
2. CITY ATTORNEY
3. CITY CLERK
4. COMMUNITY RESOURCES
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## **MAYOR'S AND COUNCIL MEMBERS' ITEMS**

### **REPORTS AND INFORMATIONAL ITEMS**

1. CVAG COACHELLA VALLEY CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. GREATER PALM SPRINGS CONVENTION AND VISITORS BUREAU (Evans)
5. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
6. COACHELLA VALLEY WATER DISTRICT POLICY COMMITTEE (Evans)
7. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
8. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Franklin)
9. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Franklin)
10. CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE (Franklin)
11. JACQUELINE COCHRAN REGIONAL AIRPORT AUTHORITY (Franklin)
12. SUNLINE TRANSIT AGENCY (Franklin)
13. AD HOC COMMITTEE TO EVALUATE CITY CANNABIS OPTIONS (Franklin and Peña)
14. CVAG PUBLIC SAFETY COMMITTEE (Osborne)
15. DESERT SANDS SCHOOL DISTRICT COMMITTEE (Osborne and Franklin)
16. IID ENERGY CONSUMERS' ADVISORY COMMITTEE (Osborne)
17. EAST VALLEY COALITION (Osborne)
18. ANIMAL CAMPUS COMMISSION (Peña)
19. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
20. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) (Radi)
21. CVAG TRANSPORTATION COMMITTEE (Radi)
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DATED OCTOBER 19, 2016

### **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1). ALVERIZ ET AL. V. CITY OF LA QUINTA ET AL., RIVERSIDE COUNTY SUPERIOR COURT CASE NO. PSC 1503161; BARTON ET AL. V. CITY OF LA QUINTA ET AL., RIVERSIDE COUNTY SUPERIOR

COURT CASE NO. PSC 1505200

- 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)

*RECESS TO CLOSED SESSION*

RECONVENE.

**REPORT ON ACTIONS(S) TAKEN IN CLOSED SESSION**

**ADJOURNMENT**

\*\*\*\*\*

The next regular meeting of the City Council will be held on November 15, 2016 commencing with closed session at 3:00 p.m. and open session at 4:00 p.m. at the City Hall Council Chambers, 78-495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Susan Maysels, City Clerk, of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City's website, near the entrance to the Council Chambers at 78-495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78-630 Highway 111, and the La Quinta Cove Post Office at 51-321 Avenida Bermudas, on October 28, 2016.

DATED: October 28, 2016

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

**Public Notices**

- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at 777-7103, twenty-four (24) hours in advance of the meeting and accommodations will be made.

- If special electronic equipment is needed to make presentations to the City Council, arrangements should be made in advance by contacting the City Clerk's office at 777-7103. A one (1) week notice is required.
- If background material is to be presented to the Councilmembers during a City Council meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this take place prior to the beginning of the meeting.
- Any writings or documents provided to a majority of the City Council regarding any item(s) on this agenda will be made available for public inspection at the Community Development counter at City Hall located at 78-495 Calle Tampico, La Quinta, California, 92253, during normal business hours.

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**CITY COUNCIL  
MINUTES  
TUESDAY, OCTOBER 18, 2016**

A regular meeting of the La Quinta City Council was called to order at 4:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Franklin, Osborne, Peña, Radi, Mayor Evans  
ABSENT: None

**CONFIRMATION OF AGENDA** – Confirmed

**PLEDGE OF ALLEGIANCE**

Councilmember Osborne led the audience in the pledge of allegiance.

**PUBLIC COMMENT ON MATTERS NOT ON AGENDA**

PUBLIC SPEAKER: Lynne Daniels, La Quinta – Ms. Daniels spoke about bookings for her short-term vacation rental (STVR) and the timing of the research and review of related Municipal Code sections.

PUBLIC SPEAKER: Sally Weitzel, La Quinta – Ms. Weitzel spoke about the disruption to neighbors caused by STVR of the Daniels property. She said that more police must be allocated to STVR compliance and paid for by the homeowners profiting from STVRs. She also noted that the La Quinta Resort may be losing business due to the growing number of STVRs.

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

**1. FIRE PREVENTION WEEK PROCLAMATION**

Mayor Evans and Councilmembers presented the proclamation to Battalion Chief Bonifacio De La Cruz.

**2. *added:* INTRODUCTION OF NEW CITY EMPLOYEES**

City Manager Spevacek introduced new employees: Management Assistant Jessica Delgado in the Finance Department, Management Assistant Julie Magnagna in the Design and Development Department, and Jose Villalta in the Facilities Department.

**CONSENT CALENDAR**

**1. APPROVE MINUTES OF SEPTEMBER 20, 2016**

2. **APPROVE MINUTES OF OCTOBER 4, 2016**
3. **AWARD CONTRACT TO CALIFORNIA SKATEPARKS FOR CONSTRUCTION OF COVE OASIS TRAILHEAD IMPROVEMENTS AT THE WESTERLY END OF CALLE TECATE**
4. **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HERMANN DESIGN GROUP FOR ON-CALL PROFESSIONAL LANDSCAPE ARCHITECTURAL SUPPORT SERVICES**
5. **APPROVE AMENDMENT NO. 6 TO BENGAL ENGINEERING INC PROFESSIONAL SERVICES AGREEMENT FOR THE DUNE PALMS ROAD BRIDGE IMPROVEMENT PROJECT**
6. **ADOPT RESOLUTION TO EXTEND TIME TO COMPLETE OFF-SITE AND ON-SITE IMPROVEMENTS FOR PIAZZA SERENA RESIDENTIAL DEVELOPMENT (TRACT MAP NO. 30092) LOCATED AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 58 [RESOLUTION NO. 2016-041]**
7. **APPROVE TERMINATION AND RELEASE OF INDEMNIFICATION AGREEMENT WITH PRESIDIO FD CITRUS FOR IMPROVEMENT BENEATH PUBLIC RIGHT-OF-WAY ON JEFFERSON STREET, JUST NORTH OF AVENUE 52**
8. **APPROVE DEMAND REGISTERS DATED SEPTEMBER 30 AND OCTOBER 7, 2016**

MOTION – A motion was made and seconded by Councilmembers Franklin/Radi to approve the Consent Calendar as recommended, with Item No. 6 adopting Resolution No. 2016-041. Motion passed unanimously.

BUSINESS SESSION – None.

**STUDY SESSION**

**1. LA QUINTA ACADEMY PRESENTATIONS**

City Manager Spevacek and Community Resources Director Escobedo presented the staff report, which is on file in the City Clerk's Office.

The following project teams presented their reports:

Project Team: Police Services Contract Review - Code Compliance Supervisor Anthony Moreno, Customer Service Center Manager Angelica Zarco, Safety Manager Martha Mendez, Community Programs and Wellness Supervisor Christina Calderon, and Community Resources Director Chris Escobedo.



Project Team: Sales Tax Measure Information Distribution - Permit Operations Supervisor Tommi Sanchez, Principal Planner Jay Wu, Planning Manager Gabriel Perez, Principal Engineer Bryan McKinney, Marketing and Events Supervisor Marcie Graham, Management Assistant Gilbert Villalpando, Finance Director Karla Campos.

Project Team: Flood Prevention Improvements – Design and Development Director Timothy Jonasson, Maintenance Manager James Lindsey, Parks Superintendent Robert Ambriz Jr., Principal Engineer Edward Wimmer, Plans Examiner/Inspection Supervisor AJ Ortega, Maintenance Foreman Adolfo Cabrera, Maintenance Foreman Ruben Castaneda.

Project Team: Purchasing Software – Finance Director Karla Campos, Account Technician Sandra Laureano, Traffic Signal Maintenance Supervisor Kris Gunterson, Buildings Superintendent Bob Mignogna, and City Clerk Susan Maysels.

Councilmembers congratulated staff on their professionalism and achievements, noted that it's the positive culture at City Hall that is responsible for retention of the finest workers, and initiated a standing ovation for participating staff.

## **2. PROJECT UPDATE AND DESIGN PRESENTATION FOR SILVERROCK RESORT BY SILVERROCK DEVELOPMENT COMPANY**

City Consultant Jon McMillen presented the staff report, which is on file at the Clerk's Office.

Developer Robert Green, SilverRock Development Company, LLC (SDC) and his architect Marin Gertler of Gensler Architects presented an update on the project status which included a preview of the architectural and landscape design in their second development permit application for the lifestyle hotel, lifestyle branded residential, and the golf club house.

Councilmembers discussed the improved parking arrangement; the sleek yet inviting modern design; the turf materials for event lawns; the good use of the environment in the design; Mr. Green experience with all types of construction materials; projects in Mr. Green's portfolio; feedback on SDC's experience with application submissions and responsiveness of City staff; timing of the announcement on hotel operators; possibility that both hotels will be built simultaneously; the transient occupancy tax arrangement in the Development Agreement, and; Mr. Green's upcoming community presentations on the project set for October 19<sup>th</sup> at 6:00 p.m. at the Ahmanson House on the SilverRock property, and October 20<sup>th</sup> at 8:00 a.m. at the Broken Yolk restaurant in La Quinta.

**PUBLIC HEARINGS**

- 1. ADOPT RESOLUTION APPROVING USE OF FISCAL YEAR 2017/18 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZE THE CITY MANAGER TO SUBMIT APPLICATIONS TO RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY [RESOLUTION NO. 2016-042]**

Design and Development Director Jonasson presented the staff report, which is on file at the Clerk’s Office.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 5: 58 P.M.

PUBLIC SPEAKER: None

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 5:58 P.M.

MOTION – A motion was made and seconded by Councilmembers Osborne/Radi to adopt Resolution No. 2016-042 as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING PROPOSALS, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT FOR FISCAL YEAR 2017/2018

Motion passed unanimously.

- 2. INTRODUCE FOR FIRST READING ORDINANCE NO. 549 TO APPROVE A ZONE CHANGE, ADOPT A RESOLUTION TO APPROVE TENTATIVE TRACT MAP TO SUBDIVIDE A 12.25-ACRE SITE INTO 36 RESIDENTIAL LOTS ON MONROE STREET, BETWEEN AVENUE 54 AND AIRPORT BOULEVARD, AND ADOPT A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PRISM REALTY CORPORATION) [RESOLUTION NO. 2016-043]**

Principal Planner Jay Wuu presented the staff report, which is on file at the Clerk’s Office.

Council discussed the equestrian and agricultural properties to the north and east and the effect they may have on this residential development; confirmation that surrounding owners were notified of this project; the size of the lots compared to surrounding lots and to lots sizes in other areas of the City, and; the location and necessity of emergency access easements.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:11 P.M.

PUBLIC SPEAKER - APPLICANT: Eric Eklund, Sr. Vice Pres., Prism Realty Corporation – Mr. Eklund said his partner met with Christine Newman, a resident of Vista Santa Rosa

who expressed her opposition to all development in the area including this one, but nothing specific to this development.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:18 P.M.

Councilmembers discussed the project's consistency with the General Plan but the need to update the zoning map because it was inconsistent; the unusual irregularity of the northern property line; the existence of flies, smells, dust, noise, shooting, etc. from farms that can bother adjacent homeowners; the disclosure statements regarding nearby farms and ranches that will be included in the covenants, conditions and restrictions for the property so home buyers are aware of farm neighbors before purchasing; the market demand for smaller houses and smaller lots, and; other high end residential developments built next to farms without conflicts.

Councilmember Osborne said he was not in favor of approving this tentative tract map because the lots are too small for the area; locating high-density residential next to farms will result in complaints from homeowners about flies, manure smells, and other farm-related issues.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to take up Ordinance No. 549 by title and number only and waive further reading.  
Motion passed: ayes 4, noes 1 (Osborne)

City Clerk Maysels read the following title of Ordinance No. 549 into the record:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA,  
AMENDING THE ZONING MAP FROM VERY LOW DENSITY RESIDENTIAL TO LOW  
DENSITY RESIDENTIAL FOR ASSESSOR'S PARCEL NO. 767-320-039 CASE  
NUMBER: ZONE CHANGE 2015-0003 APPLICANT: PRISM REALTY CORPORATION

MOTION – A motion was made and seconded by Councilmembers Pena/Radi to introduce for first reading Ordinance No. 549.  
Motion passed: ayes 4, noes 1 (Osborne).

MOTION – A motion was made and seconded by Councilmembers Pena/Radi to adopt Resolution No. 2016-043 as recommended:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA  
ADOPTING A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND  
APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE A 12.25 ACRE SITE INTO 36  
RESIDENTIAL LOTS ON MONROE STREET, BETWEEN AVENUE 54 AND AIRPORT  
BOULEVARD. CASE NUMBERS: ENVIRONMENTAL ASSESSMENT 2015-0007  
TENTATIVE TRACT MAP 36561 (TTM2015-0008)  
APPLICANT: PRISM REALTY CORPORATION  
Motion passed: ayes 4, noes 1 (Osborne)

**3. CONTINUED FROM SEPTEMBER 20, 2016 – INTRODUCE FOR FIRST READING ORDINANCE NO. 550 AMENDING SEVERAL CHAPTERS OF TITLE 9 OF THE LA QUINTA MUNICIPAL CODE RELATED TO THE ZONING AND GENERAL PLAN TEXT CONSISTENCY AND MAKE A FINDING OF EXEMPTION PURSUANT TO SECTION 15061 (B)(3) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Planning Manager Perez presented the staff report, which is on file at the Clerk’s Office.

Councilmembers discussed the adjustment to 65 dB to be consistent with the General Plan; the low number of noise complaints; the increase in allowable density only in the mixed-use zone; the absence of any sections addressing food trucks, and; confirmation that there are no changes regarding agriculture.

City Attorney Ihrke recommended two amendments to the Ordinance: (1) In Exhibit “A” to the Ordinance, keep Section 9.20.050 (A) and (B) relating to medical marijuana dispensary ban because other sections of the Code (specifically Section 5.90) reference this section and are being considered as part of the medical cannabis delivery ad hoc committee, and (2) simplify the text in the Ordinance itself by rewriting Section 1 to read, “Title 9 shall be amended as written in Exhibit A attached hereto,” deleting Sections 2 through 23, and renumbering the remaining sections from Section 24 until the end of the ordinance, to be renumbered Section 2 through 7.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 7:01 P.M.

PUBLIC SPEAKER: None

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 7:01 P.M.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to make a finding, included in Ordinance No. 550, that adopting this ordinance is exempt under the California Environmental Quality Act pursuant to Section 15061 (B)(3) Review of Exemptions – General Rule. Motion passed unanimously.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to take up Ordinance No. 550, including the amendments suggested by the City Attorney above, by title and number only and waive further reading. Motion passed unanimously.

City Clerk Maysels read the following title of Ordinance No. 549 into the record:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL FOR ASSESSOR’S PARCEL NO. 767-320-039 CASE NUMBER: ZONE CHANGE 2015-0003 APPLICANT: PRISM REALTY CORPORATION

**MOTION** – A motion was made and seconded by Councilmembers Peña/Radi to take up Ordinance No. 550, as amended, by title and number only and waive further reading. Motion passed unanimously.

City Clerk Maysels read the following title of Ordinance No. 550 into the record:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA,  
AMENDING SEVERAL CHAPTERS OF TITLE 9 OF THE LA QUINTA MUNICIPAL CODE  
RELATED TO ZONING AND GENERAL PLAN TEXT CONSISTENCY

**MOTION** – A motion was made and seconded by Councilmembers Peña/Radi to introduce for first reading Ordinance No. 550 as amended. Motion passed unanimously.

### **DEPARTMENT REPORTS**

All reports are on file in the City Clerk’s Office.

### **MAYOR’S AND COUNCIL MEMBER’S ITEMS**

Councilmember Radi and Mayor Evans provided insights on the memorial service they attended for the two slain Palm Springs police officers, Lesley Zerebny and Jose Vega, and their views on the families, the speakers, the value of law enforcement officers, and the work to be done to remedy the negative narrative about police officers.

Mayor Evans announced several events, including the two SilverRock project presentations by Mr. Green and the *Brew in LQ Craft Beer Festival* on October 22<sup>nd</sup> from noon to 5 p.m. at SilverRock. She also reported that tons of positive comments were received about the two *Desert Trip* concert weekends, and local restaurants realized lots of additional business from concert goers.

### **REPORTS AND INFORMATIONAL**

La Quinta’s representative for 2016, Councilmember Franklin reported on her participation in the following organizations’ meetings:

- CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE
- DESERT SANDS SCHOOL DISTRICT COMMITTEE

La Quinta’s representative for 2016, Councilmember Osborne reported on his participation in the following organizations’ meetings:

- DESERT SANDS SCHOOL DISTRICT COMMITTEE
- ECONOMIC DEVELOPMENT SUBCOMMITTEE

La Quinta’s representative for 2016, Councilmember Radi reported on his participation in the following organizations’ meetings:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION
- ECONOMIC DEVELOPMENT SUBCOMMITTEE

**CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1). ALVERIZ ET AL. V. CITY OF LA QUINTA ET AL., RIVERSIDE COUNTY SUPERIOR COURT CASE NO. PSC 1503161; BARTON ET AL. V. CITY OF LA QUINTA ET AL., RIVERSIDE COUNTY SUPERIOR COURT CASE NO. PSC 1505200**

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 7:27 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 7:46 P.M. WITH ALL MEMBERS PRESENT*

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:**

City Attorney Ihrke reported no actions were taken in closed session that require reporting pursuant to Government Code section 54957.1 (Brown Act).

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Franklin/Peña to adjourn at 7:47 p.m. Motion passed unanimously.

Respectfully submitted,

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** ADOPT ORDINANCE NO. 549 ON SECOND READING AMENDING THE ZONING MAP FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL FOR ASSESSOR'S PARCEL NO. 767-320-039

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### RECOMMENDATION

Adopt Ordinance No. 549 on second reading.

### EXECUTIVE SUMMARY

- On October 18, 2016 Council introduced Ordinance No. 549 on first reading amending the zoning map from very low density residential to low density residential for assessor's parcel no. 767-320-039.
- The proposal subdivides a 12.25-acre site into 36 single-family residential lots.
- The requested zone change facilitates project density of 2.9 units per acre, which is consistent with the General Plan.
- The proposal, as conditioned, would comply with applicable General Plan goals, policies, and programs, as well as zoning and development standards.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The General Plan land use designation is Low Density Residential. The project site is zoned Very Low Density Residential and is within an Equestrian Overlay district, which permits equestrian-related accessory uses.

The applicant is requesting a Zone Change to Low Density Residential to accommodate a density of 2.9 units per acre. The Low Density Residential zone allows a residential density of 2-4 units per acre. The Equestrian Overlay will remain.

### ALTERNATIVES

As Council approved this ordinance at first reading, staff does not recommend an alternative.

Prepared by: Pam Nieto, Deputy City Clerk  
Approved by: Susan Maysels, City Clerk

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**ORDINANCE NO. 549**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL FOR ASSESSOR'S PARCEL NO. 767-320-039**

**CASE NUMBER: ZONE CHANGE 2015-0003  
APPLICANT: PRISM REALTY CORPORATION**

**WHEREAS**, the City Council of the City of La Quinta, California did, on the 18<sup>th</sup> day of October, 2016, hold a duly noticed Public Hearing to consider a request by Prism Realty Corporation to change a zone from Very Low Density Residential to Low Density Residential on 12.25 acres generally located on Monroe Street, between Avenue 54 and Airport Boulevard, more particularly described as:

APN: 767-320-039

**WHEREAS**, the Planning Commission of the City of La Quinta, California did, on the 13<sup>th</sup> day of September, 2016, hold a duly noticed Public Hearing to consider this request; and,

**WHEREAS**, the Design and Development Department published a public hearing notice in *The Desert Sun* newspaper on October 7, 2016 as prescribed by the Municipal Code. Public hearing notices were also mailed to all property owners within 500 feet of the site; and,

**WHEREAS**, subsequent to said Public Hearing, the Planning Commission of the City of La Quinta did adopt Planning Commission Resolution 2016-0013 to recommend to the City Council adoption of said Zone Change; and,

**WHEREAS**, said Zone Change has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" as amended (Resolution 83-63), in that the Design and Development Director has conducted an Initial Study (Environmental Assessment 2015-0007) and has determined that the project will not have a significant adverse impact on the environment, and is recommending that a Negative Declaration of environmental impact be certified; and,

**WHEREAS**, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings to approve said Zone Change:

City Council Ordinance 2016-549  
Zone Change 2015-0003  
Applicant: Prism Realty Corporation  
Owner: Prism-Birch Associates, LLC  
Adopted: November 1, 2016  
Page 2 of 4

1. Consistency with General Plan  
The Zone Change is consistent with the goals, objectives and policies of the General Plan. The project is consistent with the General Plan land use designation of Low Density Residential, and the Zone Change will bring the Zoning Map into consistency with the General Plan.
2. Public Welfare  
Approval of the Zone Change will not create conditions materially detrimental to the public health, safety and general welfare. The proposal results in the development of 36 residential lots within the Low Density Residential Zone, consistent with the planned use under the General Plan.
3. Land Use Compatibility  
The proposal incorporates a land use that is compatible with zoning on adjacent properties. The proposal includes single-family homes adjacent to existing single-family residential communities.
4. Property Suitability  
The new zoning designation is suitable and appropriate for the subject property, in that it will allow single-family residential homes in an area surrounded by existing similar uses.
5. Change in Circumstances  
Approval of the zone change is warranted because the situation and the general conditions of the property have substantially changed since the existing zoning was imposed. The site was formerly used as an equestrian facility. As the surrounding areas developed into residential uses, the equestrian facility has become inessential. Furthermore, the City's last General Plan Update changed the land use designation of the site from Very Low to Low Density Residential, which created the ability to develop at a higher density (2 – 4 units/acre).

City Council Ordinance 2016-549  
Zone Change 2015-0003  
Applicant: Prism Realty Corporation  
Owner: Prism-Birch Associates, LLC  
Adopted: November 1, 2016  
Page 3 of 4

**NOW, THEREFORE,** the City Council of the City of La Quinta does ordain as follows:

**SECTION 1.** That the above recitations are true and constitute the findings of the City Council in this case.

**SECTION 2.** That the City Council will adopt Environmental Assessment 2015-0007, which includes a Negative Declaration, for the reasons set forth in this Ordinance and as stated in the Environmental Assessment Checklist, attached and on file in the Design and Development Department.

**SECTION 3.** That the City Council does hereby approve Zone Change 2015-0003, as set forth in attached Exhibit "A," for the reasons set forth in this Ordinance.

**SECTION 4.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 5.** The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the Book of Ordinances of the City of La Quinta.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the City of La Quinta City Council, held on this the 1st day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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LINDA EVANS, Mayor  
City of La Quinta, California

City Council Ordinance 2016-549  
Zone Change 2015-0003  
Applicant: Prism Realty Corporation  
Owner: Prism-Birch Associates, LLC  
Adopted: November 1, 2016  
Page 4 of 4

**ATTEST:**

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SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

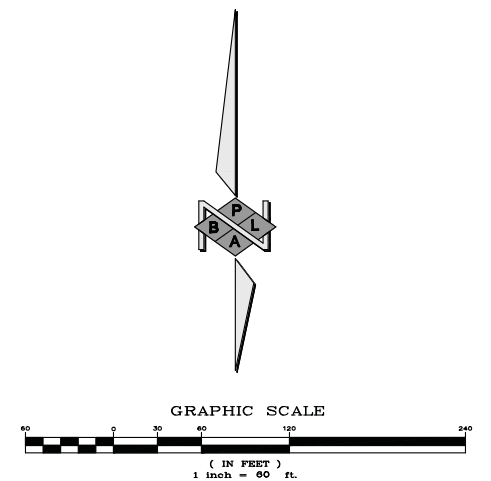
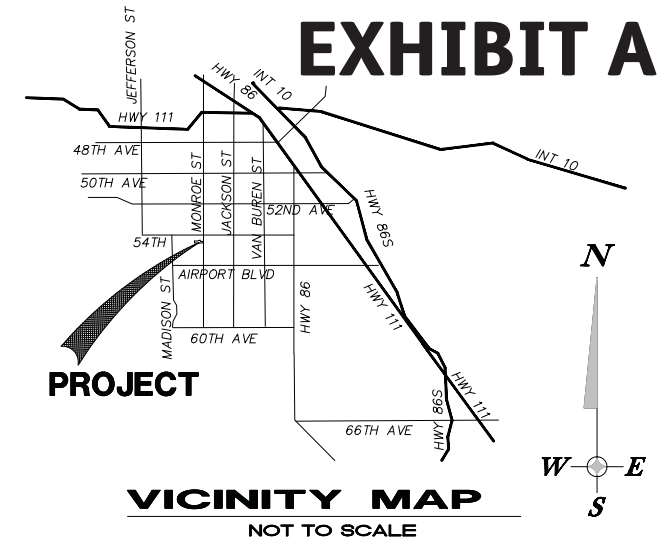
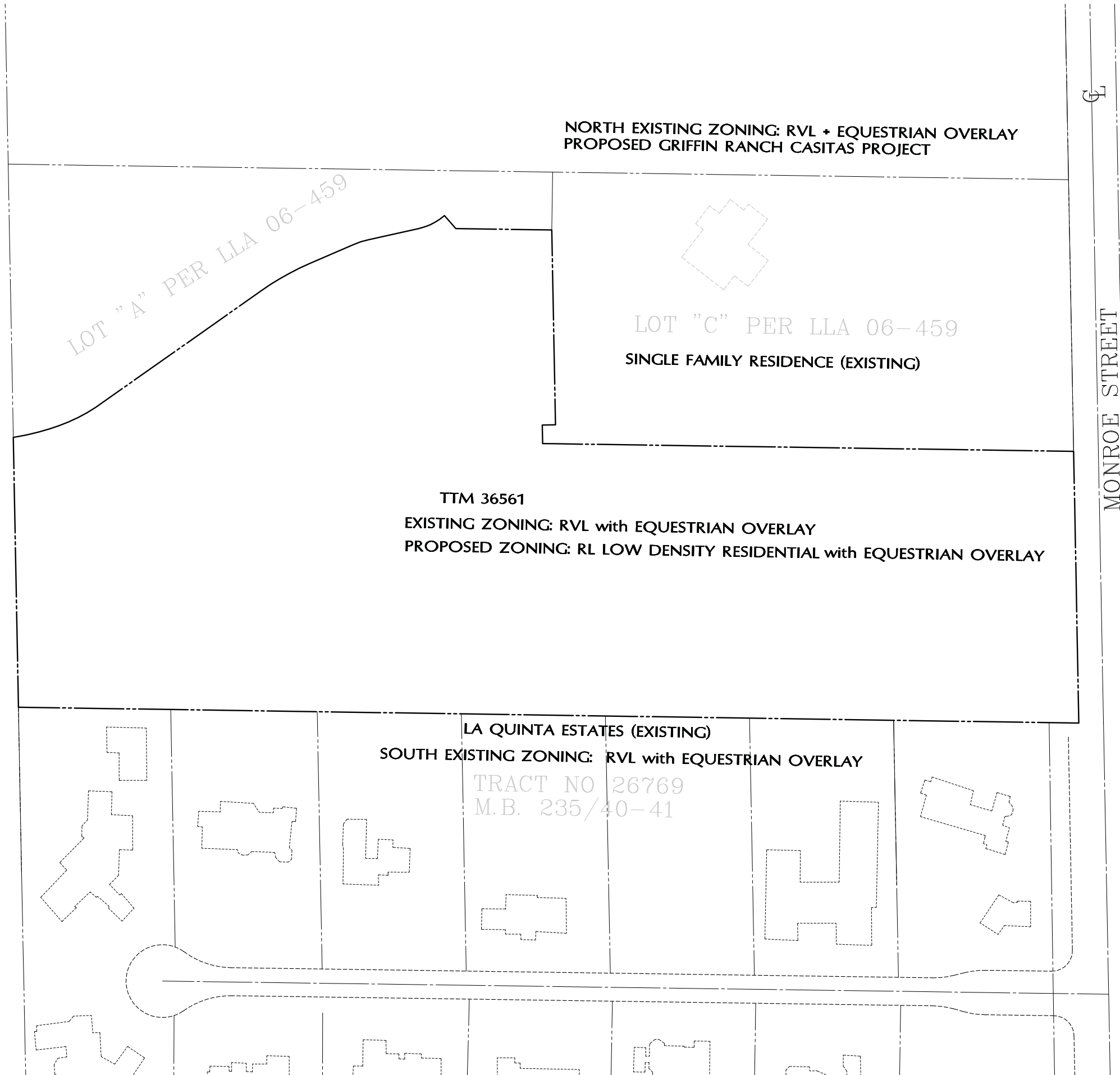
**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

# ZONE CHANGE EXHIBIT for TENTATIVE TRACT MAP NO. 36561

## EXHIBIT A



PREPARED BY:  
**PBLA ENGINEERING, INC.**  
 Planning • Engineering • Surveying  
 4790 IRVINE BLVD., STE 106-262  
 IRVINE, CALIF. 92620  
 (888) 714-8642 • (714)389-9181 FAX



[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: November 01, 2016

## STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS DATED OCTOBER 14 AND OCTOBER 21, 2016

### RECOMMENDATION

Approve demand registers dated October 14 and October 21, 2016

EXECUTIVE SUMMARY – None

### FISCAL IMPACT

Demand of Cash:

City	\$	2,770,899.47
Successor Agency of RDA	\$	9,836.00
Housing Authority	\$	4,031.25
Housing Authority Commission	\$	-
	\$	<u>2,784,766.72</u>

### BACKGROUND/ANALYSIS

Between Council meetings, routine bills and payroll must be paid. Attachment 1 details the weekly demand registers for October 14 and October 21, 2016.

Warrants Issued:

112667-112748	\$	266,413.02
112749-112828	\$	2,159,387.43
Voids	\$	(1,550.00)
Wire Transfers	\$	184,078.32
P/R Ck #37131-37133 & Direct Dep.	\$	170,658.76
Payroll Tax Transfers	\$	5,779.19
	\$	<u>2,784,766.72</u>

In the amounts listed above, two checks were voided. Check No. 112121 was voided because the class that the Inspector was scheduled to attend was full. The class will be rescheduled at a later time. Check No.112399 was voided because the invoice was already paid at an earlier date. Neither check was reissued.

The most significant expenditures on the demand registers listed above are as follows:

<b>Vendor</b>	<b>Account Name</b>	<b>Amount</b>	<b>Purpose</b>
Greater Palm Springs CVB	PSDRCVB	\$ 47,750.00	Quarterly Advertising Service
Rutan & Tucker	Attorney	\$ 59,006.09	Legal Services
Urban Habitat Environmental Landscape	Construction	\$ 153,155.72	Madison St. Medians Landscape Conversion
Riverside County Sheriff	Various	\$ 1,678,700.79	July-August Police Service

**Wire Transfers:** Four wire transfers totaled \$184,078.32 of this amount, \$146,763.36 was to Landmark Golf Management, and \$35,634.14 was to CalPERS. (See Attachment 2 for a full listing).

### [ALTERNATIVES](#)

Council may approve, partially approve, or reject the demand registers.

Prepared by: Derrick Armendariz, Account Technician

Approved by: Karla Campos, Finance Director

Attachment: 1. Demand Registers  
2. Wire Transfers





City of La Quinta, CA

Packet: APPKT00875 - DA 10/14/16

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ANGELINA CORDOVA	112669	10/04/16- CLASS REFUND	Leisure Enrichment	101-0000-42200	48.25
ANIMAL SAMARITANS SPCA	112670	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
ARK CONNECTS LLC	112671	10/03/16- VIDEO FOR CITY	Marketing & Tourism Promo	101-3007-60461	150.00
ASSISTANCE LEAGUE OF	112672	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
AUDIO VISUAL MEETING PR	112673	09/29/16- AUDIO VISUAL VE	Special Events	101-3003-60149	2,000.25
CANDACE VERMILLION	112677	10/04/16- PERMIT FEES REF	Temporary Use Permit	101-0000-42439	1,566.00
CHAMBER, THE	112679	11/16- GEM ADVERTISING	Marketing & Tourism Promo	101-3007-60461	2,916.66
COACHELLA VALLEY CONSER	112681	10/16- MITIGATION FEE MSH	MSHCP Mitigation Fee	101-0000-20310	7,932.00
COACHELLA VALLEY CONSER	112681	10/16- MITIGATION FEE MSH	CVMSHCP Admin Fee	101-0000-43631	-79.32
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water	101-2002-61200	46.72
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water -Fritz Burns	101-3005-61204	47.36
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water -Pioneer Par	101-3005-61207	1,207.36
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Water - Inside	101-3002-61200	251.10
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water -Fritz Burns	101-3005-61204	1,205.06
COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water	101-3008-61200	133.82
CONSERVE LANDCARE	112683	10/16- PARKS LANDSCASPE	Technical	101-3005-60108	28,575.00
DESERT ELECTRIC SUPPLY	112685	09/22/16- CH LIGHTBULBS	Repair & Maintenance	101-3008-60691	52.49
DIANE'S	112686	09/30/16- REFUND OVERPAY	Cash Over/Short	101-0000-42300	36.00
DUNN-EDWARDS CORPORAT	112687	09/27/16- CITY HALL PAINT	Repair & Maintenance	101-3008-60691	46.49
EVELINA TORRES	112688	10/10/16- DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	50.00
FRIENDS OF THE DESERT MO	112689	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
FRONTIER COMMUNICATION	112690	10/01-10/31/16- LQ PARK PH	LQ Park Building	101-3005-60554	43.08
FRONTIER COMMUNICATION	112690	09/25/16- SPORTS COMPLEX	Phone - Sports Complex	101-3005-61303	39.50
FRONTIER COMMUNICATION	112690	10/04-11/03/16- DSL SVC	Utilities - Telephone	101-1007-61300	168.92
GAS COMPANY, THE	112692	09/30/16- FS 93 GAS	Utilities - Gas	101-2002-61100	73.90
HARC, INC.	112693	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	2,500.00
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Fire Station	101-2002-60670	181.49
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Fire Station	101-2002-60670	675.99
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Operating Supplies	101-3002-60420	218.58
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Supplies-Graffiti	101-3005-60423	97.85
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials - Irrigation & Light	101-3005-60424	322.73
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials - Irrigation & Light	101-3005-60424	5.32
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Tree Maintenance	101-3005-60557	35.79
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Small Tools/Equipment	101-3008-60432	35.58
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Small Tools/Equipment	101-3008-60432	529.45
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	110.35
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	58.61
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	51.56
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	91.34
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	884.90
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	41.37
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	165.10
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	20.64
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	101-3008-60691	24.72
JNS MEDIA SPECIALISTS	112699	10/05/16- ART ON MAIN MA	Contingency - Art Event	101-3001-60512	2,823.00
JONASSON, TIM	112700	10/11/16- APWA REIMB	Travel & Training	101-6001-60320	25.00
JOSHUA VAN GORP	112701	07/29/16- TRAFFIC EQUIPME	Sales Taxes Payable	101-0000-20304	-2.19
JOSHUA VAN GORP	112701	07/29/16- TRAFFIC EQUIPME	Special Enforcement Funds	101-2001-60175	29.57
KHATAMI, STEPHANIE	112702	09/15/16- TRAVEL REIMB	Travel & Training	101-6006-60320	8.96
LA QUINTA FARMS LLC	112705	10/05/16- SRR PM10	PM 10 SilverRock	101-7006-60146	23,750.00
LA QUINTA RESORT LEASING	112706	09/26/16- REFUND OVERPAY	Cash Over/Short	101-0000-42300	67.00
LANA SMOLEY	112707	10/03/16- RENTAL REFUND	Miscellaneous Deposits	101-0000-22830	50.00
LOCK SHOP INC, THE	112708	10/03/16- LQ PARK LOCK REP	Repair & Maintenance	101-3008-60691	95.00

Demand Register

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
LOCK SHOP INC, THE	112708	10/05/16- SPORTS COMPLEX	LQ Park Building	101-3005-60554	16.09
LQHS BANDS OF LA QUINTA	112709	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
MC CALLUM THEATRE	112712	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
MCDOWELL AWARDS	112713	10/05/16- NAME BADGE & D	Office Supplies	101-6001-60400	37.80
MCKINNEY, BRYAN	112714	10/11/16- APWA REIMB	Travel & Training	101-7002-60320	25.00
MILLER, IKUKO	112715	10/06/16- CLASS REFUND	Leisure Enrichment	101-0000-42200	27.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Consultants	101-7006-60104	1,015.00
OUTERWALL, INC.	112719	09/27/16- REFUND OVERPAY	Cash Over/Short	101-0000-42300	19.00
PENA, JOHN	112720	07/11/16- TRAVEL REIMB	Travel & Training	101-1001-60320	98.28
PLUG & PAY TECHNOLOGIES I	112721	10/03/16- WC CREDIT CARD	Credit Card Fees	101-3003-60122	20.85
RICHARD OLSSON	112723	10/04/16- CLASS REFUND	Leisure Enrichment	101-0000-42200	55.00
RIVERSIDE CO. SHERIFF EXPL	112724	10/11/16- COMMUNITY SER	Contingency	101-3001-60510	5,000.00
SCMAF	112727	09/01/16- QTRLY INSTRUCTO	Instructors	101-3002-60107	395.50
SHRED-IT USA - SAN BERNAD	112728	09/30/16- LQPD SHREDDING	LQ Police Volunteers	101-2001-60109	17.95
TECHNOGYM USA CORP	112731	10/04/16- WC TECHNOGYM	Membership Dues	101-3002-60351	4,945.72
TOP OF THE LINE SIGNS	112733	05/17/16- POLICE BICYCLE S	Special Enforcement Funds	101-2001-60175	93.20
TOTALFUNDS BY HASLER	112735	09/18/16- CITY POSTAGE	Postage	101-1007-60470	60.93
VALLEY GUINTE INC.	112739	09/29/16- REFUND OVERPAY	Cash Over/Short	101-0000-42300	50.00
VERIZON WIRELESS	112740	08/14-09/13/16- WIRELESS S	Mobile/Cell Phones	101-1007-61301	1,863.15
VIEVU	112741	09/22/16- POLICE PHONE CLI	Special Enforcement Funds	101-2001-60175	62.00
VINTAGE ASSOCIATES	112742	09/29/16- MEMORIAL TREE	Tree Maintenance	101-3005-60557	69.12
VIVINT SOLAR DEVELOPER, L	112743	09/26/16- PERMIT REFUND	Electrical Permits	101-0000-42403	38.68
WIMMER, ED	112747	09/30/16- TRAVEL REIMB	Travel & Training	101-7006-60320	48.06
WIMMER, ED	112747	09/30/16- TRAVEL REIMB	Travel & Training	101-7006-60320	5.00
WIMMER, ED	112747	10/11/16- APWA REIMB	Travel & Training	101-7006-60320	25.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>118,397.18</b>

Fund: 201 - GAS TAX FUND

ALSCO INC	112668	09/30/16- UNIFORM RENTAL	Uniforms	201-7003-60690	94.51
ALSCO INC	112668	10/07/16- UNIFORM RENTAL	Uniforms	201-7003-60690	94.51
AUTOZONE	112674	10/04/16- DEX COOLANT	Materials	201-7003-60431	16.98
BEST SIGNS INC	112675	09/30/16- SIGNS	Signs	201-7003-60429	435.32
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Asphalt	201-7003-60430	910.56
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	201-7003-60431	15.09
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	201-7003-60431	12.07
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	201-7003-60431	30.18
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Small Tools/Equipment	201-7003-60432	18.36
MOWERS PLUS INC	112716	09/21/16- EQ AIR FILTER	Materials	201-7003-60431	7.55
MOWERS PLUS INC	112716	09/23/16- EQ CHAIN LOOPS	Materials	201-7003-60431	115.31
TOPS'N BARRICADES INC	112734	09/20/16- SIGNS	Signs	201-7003-60429	91.48
TOPS'N BARRICADES INC	112734	09/27/16- SIGNS	Signs	201-7003-60429	227.61
UNDERGROUND SERVICE AL	112738	10/01/16- DIG ALERT 34	Materials	201-7003-60431	51.00
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>2,120.53</b>

Fund: 202 - LIBRARY FUND

COACHELLA VALLEY WATER	112682	10/10/16- WATER SERVICE	Water - Inside	202-3006-61200	163.98
CONSERVE LANDCARE	112683	10/16- PARKS LANDSCASPE	Landscape Contract	202-3004-60112	1,575.00
CONSERVE LANDCARE	112683	10/16- PARKS LANDSCASPE	Technical	202-3006-60108	1,115.00
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Repair & Maintenance	202-3006-60691	10.52
LOCK SHOP INC, THE	112708	09/29/16- LIBRARY DOOR RE	Repair & Maintenance	202-3004-60691	205.03
XPRESS GRAPHICS	112748	10/09/16- MUSEUM RACK C	Printing	202-3006-60410	205.31
<b>Fund 202 - LIBRARY FUND Total:</b>					<b>3,274.84</b>

Fund: 215 - LIGHTING & LANDSCAPING FUND

COACHELLA VALLEY WATER	112682	10/04/16- WATER SERVICE	Utilities - Water - Medians	215-7004-61211	25,825.43
CONSERVE LANDCARE	112683	10/16- PARKS LANDSCASPE	Technical	215-7004-60189	7,665.00
DESERT ELECTRIC SUPPLY	112685	10/04/16- ELECTRICAL SUPP	Materials	215-7004-60431	226.68
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Supplies-Graffiti	215-7004-60423	30.36
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Supplies-Graffiti	215-7004-60423	59.88
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	215-7004-60431	20.40
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	215-7004-60431	73.25
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	215-7004-60431	4.58

Demand Register

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Materials	215-7004-60431	-11.85
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Small Tools/Equipment	215-7004-60432	14.01
HORIZON LIGHTING	112696	10/04/16- LANDSCAPE LIGHT	Consultants	215-7004-60104	6,100.00
IMPERIAL IRRIGATION DIST	112697	10/04/16- ELECTRICITY SERV	Utilities - Electric - Signals	215-7004-61116	300.65
IMPERIAL IRRIGATION DIST	112697	10/04/16- ELECTRICITY SERV	Utilities - Electric - Medians	215-7004-61117	105.48
IMPERIAL IRRIGATION DIST	112697	10/10/16- ELECTRICITY SERV	Utilities - Electric - Signals	215-7004-61116	305.21
IMPERIAL IRRIGATION DIST	112697	10/10/16- ELECTRICITY SERV	Utilities - Electric - Medians	215-7004-61117	51.02
KRIBBS, BRUCE	112704	10/05/16- ELECTRICAL CTRL	Materials	215-7004-60431	525.00
SOUTHWEST BOULDER & ST	112729	09/30/16- GRANITE MATERI	Materials	215-7004-60431	948.28
VINTAGE ASSOCIATES	112742	10/06/16- LANDSCAPE PLAN	Materials	215-7004-60431	61.40
WALTERS WHOLESALE ELECT	112745	09/30/16- FREIGHT FEE	Materials	215-7004-60431	57.49
WALTERS WHOLESALE ELECT	112745	09/30/16- FREIGHT FEE	Materials	215-7004-60431	13.36
WILLDAN FINANCIAL SERVIC	112746	10/16-12/16- L & L ADMIN	Administration	215-7004-60102	3,694.97
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>46,070.60</b>

Fund: 218 - CV VIOLENT CRIME TASK FORCE

KIRK, THOMAS	112703	09/29/16- CGIA CONF REIMB	Travel & Training	218-0000-60320	80.00
LUNA, ALFREDO	112710	09/29/16- CGIA CONF REIMB	Travel & Training	218-0000-60320	80.00
MATOS, MARIANO	112711	10/07/16- CGIA CONF REIMB	Travel & Training	218-0000-60320	80.00
NEXTEL GANG TASK FORCE	112718	08/12-09/11/16- CELLPHON	Utilities - Telephone	218-0000-61300	35.77
TAPP, MICHAEL	112730	09/29/16- CGIA CONF REIMB	Travel & Training	218-0000-60320	80.00
TAPP, MICHAEL	112730	09/29/16- CGIA CONF HOTEL	Travel & Training	218-0000-60320	1,083.12
TAPP, MICHAEL	112730	09/27/16- EXPENSE VOUCHER	Operating Expenses	218-0000-60420	200.00
<b>Fund 218 - CV VIOLENT CRIME TASK FORCE Total:</b>					<b>1,638.89</b>

Fund: 224 - TUMF

COACHELLA VALLEY ASSOC O	112680	10/16- TUMF FEE	TUMF Payable to CVAG	224-0000-20320	22,049.28
<b>Fund 224 - TUMF Total:</b>					<b>22,049.28</b>

Fund: 241 - HOUSING AUTHORITY

CAHA, BECKY	112676	09/30/16- HA CONSULTANT	Professional Services	241-9101-60103	4,031.25
<b>Fund 241 - HOUSING AUTHORITY Total:</b>					<b>4,031.25</b>

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	1,620.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	145.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	1,015.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	1,032.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	725.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	1,305.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	1,015.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	870.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	2,080.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	6,060.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	2,702.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	515.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	3,062.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	2,287.95
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	387.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	387.50
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	145.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Professional Services	401-0000-60103	2,085.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Design	401-0000-60185	145.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Design	401-0000-60185	145.00
NAI CONSULTING INC	112717	09/16- PROFESSIONAL SERVI	Design	401-0000-60185	145.00
VOLZ DESIGN, DAVID	112744	09/23/16- DESIGN SERVICES	Design	401-0000-60185	22,951.71
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>50,827.16</b>

Fund: 501 - EQUIPMENT REPLACEMENT

FUELMAN	112691	10/03/16- VEHICLE FUEL	Fuel & Oil	501-0000-60674	1,105.41
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	172.61
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	290.91
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	130.55
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	240.99

Demand Register

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	39.95
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	114.37
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	327.38
HOME DEPOT CREDIT SERVIC	112694	09/28/16- HOME DEPOT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	-293.14
RAN AUTO DETAIL	112722	10/02/16- VEHICLE CAR WAS	Car Washes	501-0000-60148	577.00
TOWER ENERGY GROUP	112736	10/01/16- UNLEAD/DIESEL F	Fuel & Oil	501-0000-60674	1,254.21
<b>Fund 501 - EQUIPMENT REPLACEMENT Total:</b>					<b>3,960.24</b>

**Fund: 502 - INFORMATION TECHNOLOGY**

12MILESOUT.COM	112667	10/01/16- COUNCIL MTG VI	Consultants	502-0000-60104	800.00
CANON FINANCIAL SERVICES	112678	10/16- CONTRACT CHARGES	Copiers	502-0000-60662	460.08
CANON FINANCIAL SERVICES	112678	10/16- CONTRACT CHARGES	Copiers	502-0000-60662	293.54
CANON FINANCIAL SERVICES	112678	10/16- CONTRACT CHARGES	Copiers	502-0000-60662	1,572.94
DESERT C A M INC	112684	10/04/16- COUNCIL MTG VI	Consultants	502-0000-60104	70.00
FRONTIER COMMUNICATION	112690	09/25-10/24/16- INTERNET S	Technical	502-0000-60108	79.99
TELEPACIFIC COMMUNICATI	112732	09/23/16- PHONE LINES	Cell/Mobile Phones	502-0000-61301	3,309.57
TYLER TECHNOLOGIES	112737	10/01/16- ANN'L MAINT	Technical	502-0000-60108	294.03
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>6,880.15</b>

**Fund: 601 - SILVERROCK RESORT**

JF MANUFACTURING, INC.	112698	09/14/16- SRR GOLF TRASH	Repair & Maintenance	601-0000-60660	2,687.90
ROTO ROOTER PLUMBERS IN	112725	09/26/16- SRR STORM DRAI	Repair & Maintenance	601-0000-60660	3,600.00
SAM'S FENCE COMPANY	112726	09/22/16- AVE 54 GATE REPA	Repair & Maintenance	601-0000-60660	875.00
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>7,162.90</b>

**Grand Total: 266,413.02**

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	118,397.18
201 - GAS TAX FUND	2,120.53
202 - LIBRARY FUND	3,274.84
215 - LIGHTING & LANDSCAPING FUND	46,070.60
218 - CV VIOLENT CRIME TASK FORCE	1,638.89
224 - TUMF	22,049.28
241 - HOUSING AUTHORITY	4,031.25
401 - CAPITAL IMPROVEMENT PROGRAMS	50,827.16
501 - EQUIPMENT REPLACEMENT	3,960.24
502 - INFORMATION TECHNOLOGY	6,880.15
601 - SILVERROCK RESORT	7,162.90
<b>Grand Total:</b>	<b>266,413.02</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-2.19
101-0000-20310	MSHCP Mitigation Fee	7,932.00
101-0000-22830	Miscellaneous Deposits	100.00
101-0000-42200	Leisure Enrichment	130.75
101-0000-42300	Cash Over/Short	172.00
101-0000-42403	Electrical Permits	38.68
101-0000-42439	Temporary Use Permit	1,566.00
101-0000-43631	CVMSHCP Admin Fee	-79.32
101-1001-60320	Travel & Training	98.28
101-1007-60470	Postage	60.93
101-1007-61300	Utilities - Telephone	168.92
101-1007-61301	Mobile/Cell Phones	1,863.15
101-2001-60109	LQ Police Volunteers	17.95
101-2001-60175	Special Enforcement Fun	184.77
101-2002-60670	Fire Station	857.48
101-2002-61100	Utilities - Gas	73.90
101-2002-61200	Utilities - Water	46.72
101-3001-60510	Contingency	32,500.00
101-3001-60512	Contingency - Art Event	2,823.00
101-3002-60107	Instructors	395.50
101-3002-60351	Membership Dues	4,945.72
101-3002-60420	Operating Supplies	218.58
101-3002-61200	Water - Inside	251.10
101-3003-60122	Credit Card Fees	20.85
101-3003-60149	Special Events	2,000.25
101-3005-60108	Technical	28,575.00
101-3005-60423	Supplies-Graffiti	97.85
101-3005-60424	Materials - Irrigation & L	328.05
101-3005-60554	LQ Park Building	59.17
101-3005-60557	Tree Maintenance	104.91
101-3005-61204	Utilities - Water -Fritz Bu	1,252.42
101-3005-61207	Utilities - Water -Pioneer	1,207.36
101-3005-61303	Phone - Sports Complex	39.50
101-3007-60461	Marketing & Tourism Pr	3,066.66
101-3008-60432	Small Tools/Equipment	565.03
101-3008-60691	Repair & Maintenance	1,642.57
101-3008-61200	Utilities - Water	133.82
101-6001-60320	Travel & Training	25.00
101-6001-60400	Office Supplies	37.80
101-6006-60320	Travel & Training	8.96
101-7002-60320	Travel & Training	25.00
101-7006-60104	Consultants	1,015.00
101-7006-60146	PM 10 SilverRock	23,750.00
101-7006-60320	Travel & Training	78.06

**Account Summary**

Account Number	Account Name	Expense Amount
201-7003-60429	Signs	754.41
201-7003-60430	Asphalt	910.56
201-7003-60431	Materials	248.18
201-7003-60432	Small Tools/Equipment	18.36
201-7003-60690	Uniforms	189.02
202-3004-60112	Landscape Contract	1,575.00
202-3004-60691	Repair & Maintenance	205.03
202-3006-60108	Technical	1,115.00
202-3006-60410	Printing	205.31
202-3006-60691	Repair & Maintenance	10.52
202-3006-61200	Water - Inside	163.98
215-7004-60102	Administration	3,694.97
215-7004-60104	Consultants	6,100.00
215-7004-60189	Technical	7,665.00
215-7004-60423	Supplies-Graffiti	90.24
215-7004-60431	Materials	1,918.59
215-7004-60432	Small Tools/Equipment	14.01
215-7004-61116	Utilities - Electric - Signal	605.86
215-7004-61117	Utilities - Electric - Medi	156.50
215-7004-61211	Utilities - Water - Media	25,825.43
218-0000-60320	Travel & Training	1,403.12
218-0000-60420	Operating Expenses	200.00
218-0000-61300	Utilities - Telephone	35.77
224-0000-20320	TUMF Payable to CVAG	22,049.28
241-9101-60103	Professional Services	4,031.25
401-0000-60103	Professional Services	27,440.45
401-0000-60185	Design	23,386.71
501-0000-60148	Car Washes	577.00
501-0000-60674	Fuel & Oil	2,359.62
501-0000-71103	Cvc Ctr Bldg Repl/Repair	1,023.62
502-0000-60104	Consultants	870.00
502-0000-60108	Technical	374.02
502-0000-60662	Copiers	2,326.56
502-0000-61301	Cell/Mobile Phones	3,309.57
601-0000-60660	Repair & Maintenance	7,162.90
	<b>Grand Total:</b>	<b>266,413.02</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	215,585.86
091002D	145.00
091004P	3,062.50
111205P	2,287.95
141501P	1,015.00
141512P	515.00
151601P	145.00
151602D	22,951.71
151602P	2,085.00
151604P	387.50
151606P	387.50
151609P	145.00
151611P	1,032.50
151612P	1,740.00
1617ADAD	145.00
1617PMPP	2,702.50
1617STID	145.00
201601P	1,620.00
201602P	2,080.00

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
201603P	6,060.00
201604P	870.00
201606P	<u>1,305.00</u>
<b>Grand Total:</b>	<b>266,413.02</b>



City of La Quinta, CA

# Demand Register

Packet: APPKT00885 - DA 10/21/16

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ACCOUNTEMPS	112750	09/23/16- TEMP STAFFING	Temporary Agency Services	101-1004-60125	269.10
ACCOUNTEMPS	112750	9/30/16- TEMP STAFFING	Temporary Agency Services	101-1004-60125	269.10
AMERICAN FORENSIC NURSE	112752	09/15/16- BLOOD ALCOHOL	Blood/Alcohol Testing	101-2001-60174	240.00
AMSPROTECTME.COM	112753	SECURITY UPGRADES (NEW F	Security & Alarm	101-2002-60123	10,360.59
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	330.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Fire Station	101-2002-60670	510.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	255.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	101-3008-60123	255.00
ARK CONNECTS LLC	112754	10/10/16- DESIGN AD	Marketing & Tourism Promo	101-3007-60461	75.00
BMI	112755	10/02/16- EVENT MUSIC LIC	Marketing & Tourism Promo	101-3007-60461	336.00
CADENCE COMMUNICATION	112756	10/01/16- S/T VACATION RE	Professional Services	101-6001-60103	60.45
CALIFORNIA BUILDING OFFIC	112757	09/20/16- BUILDING OFFICIA	Travel & Training	101-6006-60320	390.00
CALIFORNIA BUILDING OFFIC	112757	10/14/16- CALBO TRAINING	Travel & Training	101-7002-60320	195.00
CALPERS LONG-TERM CARE	112759	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
CHAMBER, THE	112761	11/16- GEM AD	Contract Services	101-1002-60103	8,000.00
CLASSIC AUTO TRANSPORT	112762	09/08/16- TOWING	Sheriff - Other	101-2001-60176	170.00
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water	101-2002-61200	967.63
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water - Civic Cente	101-3005-61202	1,360.01
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water -Fritz Burns	101-3005-61204	116.47
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water -Seasons Par	101-3005-61208	19.00
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water -Community	101-3005-61209	132.00
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Utilities - Water	101-3008-61200	109.67
COACHELLA VALLEY WATER	112763	10/10/16- WATER SERVICE	Utilities - Water -Desert Prid	101-3005-61206	1,000.24
DEPARTMENT OF ANIMAL SE	112765	07/16- ANIMAL CONTROL SV	Animal Shelter Contract Serv	101-6004-60197	14,234.14
DESERT SANDS UNIFIED SCH	112766	10/06/16- YOUTH PROGRAM	Rent Expense	101-3001-60157	532.00
DESERT SUN, THE	112767	10/03/16- SUBSCRIPTION SV	Subscriptions & Publications	101-6001-60352	45.63
DESERT SUN, THE	112767	10/04/16- SUBSCRIPTION SV	Subscriptions & Publications	101-3002-60352	74.05
ESCATEL-CARRELLO, ELIZABE	112768	10/05/16- FITNESS REIMB	Fitness Membership Reimbu	101-1004-50252	40.00
FEDEX	112769	10/14/16- OVERNIGHT MAIL	Postage	101-1007-60470	41.07
FRANCHISE TAX BOARD	112770	GARNISHMENT	Garnishments Payable	101-0000-20985	125.00
FRANKLIN, KRISTY	112771	10/18/16- LEAGUE OF CA CIT	Travel & Training	101-1001-60320	152.28
FRONTIER COMMUNICATION	112772	10/04-11/03/16- LQPD T1 LI	Utilities - Telephone	101-2001-61300	281.23
FUSON, JACOB	112773	09/17/16- CERT EXAMINATI	Travel & Training	101-6003-60320	195.00
GRAINGER	112775	09/30/16- TOILET PARTS	Maint.-Other Equipment	101-3008-60665	64.38
GRAPHTEK INTERACTIVE	112776	10/16- RETAINER SERVICE	Marketing & Tourism Promo	101-3007-60461	10,833.00
GREATER PALM SPRINGS CVB	112777	10/01/16- CVB FUNDING QT	PSDRCVB	101-3007-60151	47,750.00
HEIN, SHERI	112778	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	111.00
HENSON CONSULTING GROU	112779	07/16- CONSULTING SERVICE	Professional Services	101-1004-60103	5,337.50
HENSON CONSULTING GROU	112779	08/16- CONSULTING SERVICE	Professional Services	101-1004-60103	1,675.00
IRC INC	112781	09/16- BACKGROUND CHECKS	Consultants	101-1004-60104	334.50
JNS MEDIA SPECIALISTS	112782	10/16-11/16- MARKETING	Marketing & Tourism Promo	101-3007-60461	12,425.72
KEPLER, KRISTOFFER	112783	10/17/16- INSTRUCTOR PAY	Instructors	101-3002-60107	569.60
KLEIN, SANDRA	112784	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	105.00
MARTINEZ, ANDREA	112787	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	62.40
MEEDS, WAYNE	112788	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	160.00
MISELL, STACY	112789	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	114.30
MR ROOTER PLUMBING	112791	09/24/16- WC WATER HEATE	Repair & Maintenance	101-3008-60691	749.80
OFFICE DEPOT	112792	09/30/16- BUSINESS CARDS	Office Supplies	101-1002-60400	79.92
OFFICE DEPOT	112792	09/29/16- FILE CABINETS	Office Supplies	101-1006-60400	77.07
OFFICE DEPOT	112792	10/03/16- OFFICE SUPPLIES	Office Supplies	101-1006-60400	27.53



Demand Register

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
ONTRAC	112793	10/01/16- OVERNIGHT MAIL	Postage	101-1007-60470	28.58
PACIFIC WEST AIR CONDITIO	112794	10/03/16- HVAC SVC CITY HA	HVAC	101-3008-60667	2,950.00
PACIFIC WEST AIR CONDITIO	112794	10/03/16- HVAC SERVICE	HVAC	101-3008-60667	621.80
PALM DESERT SISTER CITIES	112795	10/19/16- HONORARY LUNC	Travel & Training	101-1001-60320	195.00
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Sheriff - Patrol	101-2001-60161	435,372.21
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Patrol Deputy Overtime	101-2001-60162	9,174.71
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Target Team	101-2001-60163	102,540.80
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Community Services Officer	101-2001-60164	33,722.11
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Gang Task Force	101-2001-60166	7,151.06
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Narcotics Task Force	101-2001-60167	8,026.70
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Motor Officer	101-2001-60169	45,256.20
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Dedicated Sargeant	101-2001-60170	22,033.00
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Dedicated Lieutenant	101-2001-60171	12,004.50
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	Sheriff - Mileage	101-2001-60172	22,352.55
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Sheriff - Patrol	101-2001-60161	612,554.71
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Patrol Deputy Overtime	101-2001-60162	8,650.32
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Target Team	101-2001-60163	133,085.14
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Community Services Officer	101-2001-60164	40,214.09
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Gang Task Force	101-2001-60166	5,837.60
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Narcotics Task Force	101-2001-60167	11,675.20
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Motor Officer	101-2001-60169	78,124.54
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Dedicated Sargeant	101-2001-60170	31,046.50
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Dedicated Lieutenant	101-2001-60171	18,120.00
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	Sheriff - Mileage	101-2001-60172	36,146.56
RIVERSIDE COUNTY SHERIFF	112797	07/24-08/23/16- MOTOR &	Sheriff - Other	101-2001-60176	452.77
RIVERSIDE DEPARTMENT OF	112798	GARNISHMENT	Garnishments Payable	101-0000-20985	200.00
RJT HOMES CODORNIZ	112799	09/01/16- MSHCP FEE REFU	MSHCP Mitigation Fee	101-0000-20310	2,379.00
ROJAS, MIGUEL ANGEL	112800	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	2,622.04
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Developer Deposits	101-0000-22810	7,437.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Developer Deposits	101-0000-22810	2,226.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	539.50
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	1,944.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	2,214.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	1,128.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	9,500.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	8,356.86
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	2,905.50
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	101-1003-60153	10,344.50
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney/Litigation	101-1003-60154	516.87
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney/Litigation	101-1003-60154	552.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney/Litigation	101-1003-60154	408.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney/Litigation	101-1003-60154	192.00
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney/Litigation	101-1003-60154	905.86
SALCEDO, KATHLEEN	112802	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	253.40
SANTA YNEZ INVESTMENT G	112803	09/13/16- MSHCP FEE REFU	MSHCP Mitigation Fee	101-0000-20310	508.00
SHIRY, TERESA	112805	10/13/16- INSTRUCTOR PAY	Instructors	101-3002-60107	662.20
SMART & FINAL	112806	09/14/16- EVENT SUPPLIES	Operating Supplies	101-3002-60420	26.27
SNYDER, JANICE	112808	10/18/16- INSTRUCTOR PAY	Instructors	101-3002-60107	260.00
SPEVACEK, FRANK	112810	10/5-10/07/16- TRAVEL REI	Mileage Reimbursement	101-1002-60330	230.32
SUNLINE TRANSIT AGENCY	112812	09/30/16- SUN BUS PASSES	Due to SunLine	101-0000-20305	3,034.00
SUNLINE TRANSIT AGENCY	112812	09/30/16- SUN BUS PASSES	Miscellaneous Revenue	101-0000-42301	-239.00
TRUE, ARTHUR ALLEN	112816	10/17/16- INSTRUCTOR PAY	Instructors	101-3002-60107	276.50
TRULY NOLEN INC	112817	10/05/16- PEST CONTROL CI	Pest Control	101-3008-60116	74.00
UNITED WAY OF THE DESERT	112818	CONTRIBUTION	United Way Deductions	101-0000-20981	30.00
UNITED WAY OF THE DESERT	112818	09/22/16- UNITED WAY LUN	Travel & Training	101-1004-60320	35.00
VERIZON WIRELESS	112822	08/26-09/25/16- LQPD WIRE	Mobile/Cell Phones	101-1007-61301	1,140.79
VIELHARBER, KAREN	112823	10/17/16- INSTRUCTOR PAY	Instructors	101-3002-60107	301.88
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Office Supplies	101-1006-60400	-2.56
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-6002-60320	670.00
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-6002-60320	670.00

**Demand Register**

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-6002-60320	133.52
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-6006-60320	247.96
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-7006-60320	85.00
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-7006-60320	85.00
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-7006-60320	85.00
WELLS FARGO BUSINESS CAR	112825	09/16- WELLS FARGO	Travel & Training	101-7006-60320	245.00
WILLDAN FINANCIAL SERVIC	112826	10/10/16- BOND RATING EM	Professional Services	101-1006-60103	200.00
XPRESS GRAPHICS	112828	10/11/16- POSTAGE CITIZEN	Postage	101-1007-60470	4,642.75
XPRESS GRAPHICS	112828	10/11/16- CITIZENS GUIDE P	Printing	101-1006-60410	3,976.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,871,647.24</b>
<b>Fund: 201 - GAS TAX FUND</b>					
PATTON DOOR & GATE	112796	10/15/16- MAINT YARD GAT	Materials	201-7003-60431	3,100.00
SERVICE WEAR APPAREL	112804	08/29/16- UNIFORMS	Uniforms	201-7003-60690	578.42
SERVICE WEAR APPAREL	112804	10/06/16- CREDIT	Uniforms	201-7003-60690	-12.93
SPARKLETTES	112809	10/07/16- DRINKING WATER	Office Supplies	201-7003-60400	170.45
TOPS'N BARRICADES INC	112815	09/29/16- SIGN	Signs	201-7003-60429	28.40
TOPS'N BARRICADES INC	112815	09/30/16- SIGNS	Signs	201-7003-60429	455.22
TOPS'N BARRICADES INC	112815	10/07/16- TRAFFIC SIGNS	Signs	201-7003-60429	141.74
TOPS'N BARRICADES INC	112815	10/07/16- TRAFFIC SIGNS	Signs	201-7003-60429	131.11
TOPS'N BARRICADES INC	112815	10/07/16- STREET STRIPING	Paint/Legends	201-7003-60433	165.24
TOPS'N BARRICADES INC	112815	10/07/16- STREET STRIPING	Paint/Legends	201-7003-60433	220.32
TOPS'N BARRICADES INC	112815	10/11/16- REFLECTIVE GEAR	Safety Gear	201-7003-60427	29.37
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>5,007.34</b>
<b>Fund: 202 - LIBRARY FUND</b>					
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	202-3004-60123	165.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	202-3006-60123	165.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	202-3004-60123	255.00
AMSPROTECTME.COM	112753	09/29/16- ALARM MONITOR	Security & Alarm	202-3006-60123	255.00
CARMEL MOUNTAIN CABINE	112760	09/23/16- LIBRARY RE-UPHO	Furniture	202-3004-71020	4,365.00
CARMEL MOUNTAIN CABINE	112760	10/13/16- LIBRARY RE-UPHO	Furniture	202-3004-71020	3,880.00
COACHELLA VALLEY WATER	112763	10/13/16- WATER SERVICE	Water - Inside	202-3004-61200	75.77
TRULY NOLEN INC	112817	10/05/16- LIBRARY PEST CO	Pest Control	202-3004-60116	74.00
<b>Fund 202 - LIBRARY FUND Total:</b>					<b>9,234.77</b>
<b>Fund: 212 - SLESF (COPS) FUND</b>					
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	COPS Robbery Prevention	212-0000-60178	736.89
RIVERSIDE COUNTY SHERIFF	112797	07/16- POLICE SERVICES BP	COPS Burglary/Theft Preven	212-0000-60179	2,666.84
RIVERSIDE COUNTY SHERIFF	112797	08/16- POLICE SERVICES BP#	COPS Burglary/Theft Preven	212-0000-60179	1,755.79
<b>Fund 212 - SLESF (COPS) FUND Total:</b>					<b>5,159.52</b>
<b>Fund: 215 - LIGHTING &amp; LANDSCAPING FUND</b>					
CALIFORNIA CONTRACTORS	112758	09/30/16- SAFETY SUPPLIES	Operating Supplies	215-7004-60420	1,487.98
COACHELLA VALLEY WATER	112763	10/10/16- WATER SERVICE	Utilities - Water - Medians	215-7004-61211	397.65
FRONTIER COMMUNICATION	112772	10/07-11/16/16- PHONE SVC	Utilities - Electric - Signals	215-7004-61116	95.90
FRONTIER COMMUNICATION	112772	10/10/16- PHONE SVC	Utilities - Electric - Signals	215-7004-61116	37.56
KRIBBS, BRUCE	112785	10/05/16- ELECTRICAL SERVI	Consultants	215-7004-60104	250.00
LANDMARK GOLF MANAGE	112786	09/30/16- SRR LANDSCAPE	SilverRock Way Landscape	215-7004-60143	5,478.00
SMITH PIPE & SUPPLY CO	112807	09/27/16- IRRIGATION SUPP	Materials	215-7004-60431	356.01
SMITH PIPE & SUPPLY CO	112807	09/28/16- IRRIGATION TOOL	Materials	215-7004-60431	87.61
SMITH PIPE & SUPPLY CO	112807	09/29/16- IRRIGATION SUPP	Materials	215-7004-60431	401.44
SMITH PIPE & SUPPLY CO	112807	10/05/16- IRRIGATION MATE	Materials	215-7004-60431	167.66
VINTAGE ASSOCIATES	112824	09/29/16- PLANTS	Operating Supplies	215-7004-60420	184.19
VINTAGE ASSOCIATES	112824	10/07/16- PLANT MATERIALS	Operating Supplies	215-7004-60420	261.71
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>9,205.71</b>
<b>Fund: 218 - CV VIOLENT CRIME TASK FORCE</b>					
ADVANCED IMAGING SOLUTI	112751	09/23-10/22/16- SVC SUPPLI	Maint.-Other Equipment	218-0000-60665	53.46
TAPP, MICHAEL	112813	10/04/16- EXPENSE VOUCHE	Operating Expenses	218-0000-60420	180.00
<b>Fund 218 - CV VIOLENT CRIME TASK FORCE Total:</b>					<b>233.46</b>
<b>Fund: 237 - SUCCESSOR AGCY PA 1 ADMIN</b>					
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	237-9001-60153	9,500.00

**Demand Register**

Vendor Name	Payment Number	Description (Payable)	Account Name	Account Number	Amount
RUTAN & TUCKER	112801	08/16- LEGAL FEES	Attorney	237-9001-60153	336.00
<b>Fund 237 - SUCCESSOR AGCY PA 1 ADMIN Total:</b>					<b>9,836.00</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
URBAN HABITAT ENVIRONM	112819	MADISON ST MEDIAN LNDSC	Retention Payable	401-0000-20600	-8,060.83
URBAN HABITAT ENVIRONM	112819	MADISON ST MEDIAN LNDSC	Construction	401-0000-60188	161,216.55
URBAN HABITAT ENVIRONM	112820	NORTH LQ PARKWAY TURF D	Retention Payable	401-0000-20600	-2,645.67
URBAN HABITAT ENVIRONM	112820	NORTH LQ PARKWAY TURF D	Construction	401-0000-60188	52,913.38
URBAN HABITAT ENVIRONM	112821	MADISON ST MEDIAN LNDSC	Retention Payable	401-0000-20600	-780.33
URBAN HABITAT ENVIRONM	112821	MADISON ST MEDIAN LNDSC	Construction	401-0000-60188	15,606.58
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>218,249.68</b>
<b>Fund: 501 - EQUIPMENT REPLACEMENT</b>					
COMPRESSOR DESIGN AND S	112764	10/10/16- EQUIP MAINT	Street Sweeper	501-0000-60678	807.32
GAS COMPANY, THE	112774	10/05/16- NATURAL GAS FU	Street Sweeper	501-0000-60678	61.38
MOUNTAIN VIEW TIRE	112790	08/31/16- TRUCK #COP SVC	Vehicle Repair & Maintenanc	501-0000-60676	117.35
MOUNTAIN VIEW TIRE	112790	09/19/16- TRUCK #38 TIRE	Vehicle Repair & Maintenanc	501-0000-60676	194.11
OFFICE DEPOT	112792	09/29/16- FILE CABINETS	Cvc Ctr Bldg Repl/Repair	501-0000-71103	764.62
STONE'S, CAM AUTOMOTIVE	112811	10/11/16- TRUCK #38 REPAI	Vehicle Repair & Maintenanc	501-0000-60676	385.93
WORLDMARK CONSTRUCTIO	112827	10/13/16- CITY HALL FOUNT	Cvc Ctr Bldg Repl/Repair	501-0000-71103	4,700.00
<b>Fund 501 - EQUIPMENT REPLACEMENT Total:</b>					<b>7,030.71</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
ACCELA	112749	09/30/16- SOFTWARE LICEN	Software Licenses	502-0000-60301	15,897.00
INTELESYS COMMUNICATIO	112780	10/13/16- SHORTEL MAINT	Maintenance Agreements	502-0000-60300	6,326.00
TIME WARNER CABLE	112814	10/10-11/09/16- CITY HALL F	Utilities - Cable	502-0000-61400	1,560.00
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>23,783.00</b>
<b>Grand Total:</b>					<b>2,159,387.43</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,871,647.24
201 - GAS TAX FUND	5,007.34
202 - LIBRARY FUND	9,234.77
212 - SLESF (COPS) FUND	5,159.52
215 - LIGHTING & LANDSCAPING FUND	9,205.71
218 - CV VIOLENT CRIME TASK FORCE	233.46
237 - SUCCESSOR AGCY PA 1 ADMIN	9,836.00
401 - CAPITAL IMPROVEMENT PROGRAMS	218,249.68
501 - EQUIPMENT REPLACEMENT	7,030.71
502 - INFORMATION TECHNOLOGY	23,783.00
<b>Grand Total:</b>	<b>2,159,387.43</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20305	Due to SunLine	3,034.00
101-0000-20310	MSHCP Mitigation Fee	2,887.00
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	30.00
101-0000-20985	Garnishments Payable	325.00
101-0000-22810	Developer Deposits	9,663.00
101-0000-42301	Miscellaneous Revenue	-239.00
101-1001-60320	Travel & Training	347.28
101-1002-60103	Contract Services	8,000.00
101-1002-60330	Mileage Reimbursement	230.32
101-1002-60400	Office Supplies	79.92
101-1003-60153	Attorney	36,932.36
101-1003-60154	Attorney/Litigation	2,574.73
101-1004-50252	Fitness Membership Rei	40.00
101-1004-60103	Professional Services	7,012.50
101-1004-60104	Consultants	334.50
101-1004-60125	Temporary Agency Servi	538.20
101-1004-60320	Travel & Training	35.00
101-1006-60103	Professional Services	200.00
101-1006-60400	Office Supplies	102.04
101-1006-60410	Printing	3,976.00
101-1007-60470	Postage	4,712.40
101-1007-61301	Mobile/Cell Phones	1,140.79
101-2001-60161	Sheriff - Patrol	1,047,926.92
101-2001-60162	Patrol Deputy Overtime	17,825.03
101-2001-60163	Target Team	235,625.94
101-2001-60164	Community Services Offi	73,936.20
101-2001-60166	Gang Task Force	12,988.66
101-2001-60167	Narcotics Task Force	19,701.90
101-2001-60169	Motor Officer	123,380.74
101-2001-60170	Dedicated Sergeant	53,079.50
101-2001-60171	Dedicated Lieutenant	30,124.50
101-2001-60172	Sheriff - Mileage	58,499.11
101-2001-60174	Blood/Alcohol Testing	240.00
101-2001-60176	Sheriff - Other	622.77
101-2001-61300	Utilities - Telephone	281.23
101-2002-60123	Security & Alarm	10,360.59
101-2002-60670	Fire Station	510.00
101-2002-61200	Utilities - Water	967.63
101-3001-60157	Rent Expense	532.00
101-3002-60107	Instructors	5,498.32
101-3002-60352	Subscriptions & Publicati	74.05
101-3002-60420	Operating Supplies	26.27
101-3005-61202	Utilities - Water - Civic C	1,360.01
101-3005-61204	Utilities - Water -Fritz Bu	116.47

**Account Summary**

Account Number	Account Name	Expense Amount
101-3005-61206	Utilities - Water -Desert	1,000.24
101-3005-61208	Utilities - Water -Season	19.00
101-3005-61209	Utilities - Water -Commu	132.00
101-3007-60151	PSDRCVB	47,750.00
101-3007-60461	Marketing & Tourism Pr	23,669.72
101-3008-60116	Pest Control	74.00
101-3008-60123	Security & Alarm	1,335.00
101-3008-60665	Maint.-Other Equipment	64.38
101-3008-60667	HVAC	3,571.80
101-3008-60691	Repair & Maintenance	749.80
101-3008-61200	Utilities - Water	109.67
101-6001-60103	Professional Services	60.45
101-6001-60352	Subscriptions & Publicati	45.63
101-6002-60320	Travel & Training	1,473.52
101-6003-60320	Travel & Training	195.00
101-6004-60197	Animal Shelter Contract	14,234.14
101-6006-60320	Travel & Training	637.96
101-7002-60320	Travel & Training	195.00
101-7006-60320	Travel & Training	500.00
201-7003-60400	Office Supplies	170.45
201-7003-60427	Safety Gear	29.37
201-7003-60429	Signs	756.47
201-7003-60431	Materials	3,100.00
201-7003-60433	Paint/Legends	385.56
201-7003-60690	Uniforms	565.49
202-3004-60116	Pest Control	74.00
202-3004-60123	Security & Alarm	420.00
202-3004-61200	Water - Inside	75.77
202-3004-71020	Furniture	8,245.00
202-3006-60123	Security & Alarm	420.00
212-0000-60178	COPS Robbery Preventio	736.89
212-0000-60179	COPS Burglary/Theft Pre	4,422.63
215-7004-60104	Consultants	250.00
215-7004-60143	SilverRock Way Landsca	5,478.00
215-7004-60420	Operating Supplies	1,933.88
215-7004-60431	Materials	1,012.72
215-7004-61116	Utilities - Electric - Signal	133.46
215-7004-61211	Utilities - Water - Media	397.65
218-0000-60420	Operating Expenses	180.00
218-0000-60665	Maint.-Other Equipment	53.46
237-9001-60153	Attorney	9,836.00
401-0000-20600	Retention Payable	-11,486.83
401-0000-60188	Construction	229,736.51
501-0000-60676	Vehicle Repair & Mainte	697.39
501-0000-60678	Street Sweeper	868.70
501-0000-71103	Cvc Ctr Bldg Repl/Repair	5,464.62
502-0000-60300	Maintenance Agreeemen	6,326.00
502-0000-60301	Software Licenses	15,897.00
502-0000-61400	Utilities - Cable	1,560.00
	<b>Grand Total:</b>	<b>2,159,387.43</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	1,931,474.75
151604CT	176,823.13
151604RP	-8,841.16
16-013E	7,437.00
16-014E	2,226.00

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
201603CT	52,913.38
201603RP	-2,645.67
<b>Grand Total:</b>	<b>2,159,387.43</b>



City of La Quinta, CA

# Payment Reversal Register

APPKT00872 - DA 10/14/16

## Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name				Total Vendor Amount
00388	CPRS ADMINISTRATORS SECTION				-1,150.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>112121</u>	08/19/2016	10/10/2016	10/10/2016	-1,150.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<u>081716</u>	10/11-10/13/16- INSPECTOR CERT	08/17/2016	08/19/2016		1,150.00

### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-1,150.00	0.00	-1,150.00
<b>Report Total:</b>	<b>-1,150.00</b>	<b>0.00</b>	<b>-1,150.00</b>





City of La Quinta, CA

# Payment Reversal Register

APPKT00879 - DA 10/18/16

## Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name				Total Vendor Amount
04237	CALIFORNIA CITY MANAGEMENT FOUNDATION				-400.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	112399	09/16/2016	10/18/2016	10/18/2016	-400.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
091616	09/13/16- ANN'L MEMBERSHIP	09/13/2016	09/16/2016		400.00

### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-400.00	0.00	-400.00
<b>Report Total:</b>	<b>-400.00</b>	<b>0.00</b>	<b>-400.00</b>

CITY OF LA QUINTA  
BANK TRANSACTIONS 10/08/16 - 10/21/16

10/18/16 WIRE TRANSFER - LANDMARK	\$146,763.36
10/20/16 WIRE TRANSFER - PERS	\$35,634.14
10/20/16 WIRE TRANSFER - PERS	\$642.24
10/20/16 WIRE TRANSFER - TASC	\$1,038.58
<b>TOTAL WIRE TRANSFER OUT</b>	<b><u>\$184,078.32</u></b>

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# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED AUGUST 31, 2016

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### RECOMMENDATION

Receive and file revenue and expenditure report dated August 31, 2016.

### EXECUTIVE SUMMARY

- Revenue and expenditure reports are submitted for City Council review.
- The report summarizes the City's year-to-date (YTD) revenues and expenditures for August 2016 (Attachment 1).

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

#### **Revenues**

Below is a summary of the column headers used on the *Revenue Summary Report All Funds*:

Original Total Budget – represents the revenue budget the Council adopted in June 2016 for fiscal year 2016/17.

Current Total Budget – includes original adopted revenue budget, plus carryovers, from the prior FY and Council approved budget amendments. The bulk of the carryovers are related to Capital Improvement Project (CIP) matters. Each year total CIP projects are budgeted; however, project length may span over multiple years. Therefore, unfinished projects from the prior year are carried over (along with associated revenue reimbursements).

Capital project carryovers for 2016/17 will be entered after the prior year-end audit is complete and will be reflected in the October 2016 expenditure report.

Period Activity – represents actual revenues received in the reporting month.

Fiscal Activity – presents actual revenues collected year to date (YTD). For example, the August report shows revenues collected in August in the *Period Activity* column, but revenues collected from the beginning of the FY through the end of the reporting month for 2016/17 are presented in the *Fiscal Activity* column.

Variance Favorable/ (Unfavorable) – represents the difference between YTD collections and the budgeted amount.

Percent Used – represents the percentage of budgeted revenues collected YTD.

The revenue report includes revenues and transfers into funds from other funds (income items). Unlike expenditures, revenues are not received uniformly throughout the year, which results in peaks and valleys depending upon large payments that are received throughout the year. For example, large property tax payments are usually received in December and May. Similarly, Redevelopment Property Tax Trust Fund payments are typically received in January and June.

### **August Revenues**

\$457,327 in General Fund revenue was collected in August bringing the total YTD collections to 1.70 percent (\$686,629). Total collections for all funds were \$752,901, bringing total collections to 1.9 percent (\$1.2 million).

The bulk of General Fund revenues for August consisted of:

- \$213,773 – Transient Occupancy (Hotel) Tax
- \$69,670 – Plan check fees
- \$28,343 – Burrtec franchise fee

The larger non-General Fund payments received in August consisted of:

- \$148,096 – Gas tax revenue
- \$75,242 – SilverRock Resort Green Fees
- \$22,563 – Housing Authority rent revenue

### **Expenditures**

Below is a summary of the column headers used on the *Expenditure Summary Report All Funds*:

Original Total Budget – represents the expenditure budget adopted by Council in June 2016 for 2016/17.

Current Total Budget – includes the original adopted expenditure budget plus any carryovers from the prior FY, and any Council approved budget amendments. The bulk of the carryovers are related to CIP matters. Each year total CIP projects are budgeted; however, project length can span over multiple years. Therefore, unfinished projects from the prior year are carried over (along with associated revenue reimbursements).

Capital project carryovers for 2016/17 will be entered after the prior year-end audit is complete and will be reflected in the October 2016 expenditure report.

Period Activity – represents actual expenditures made in the reporting month.

Fiscal Activity – presents actual expenditures made YTD. For example, the August report shows expenditures made in the *Period Activity* column, but expenditures made during the fiscal year from July 2016 through the end of the reporting period are presented in the *Fiscal Activity* column.

Variance Favorable/ (Unfavorable) – represents the difference between YTD expenditures and the budgeted amount (the amount yet to be expended).

Percent Used – represents the percentage of budget spent to date.

The expenditure report includes expenditures and transfers out to other funds. Unlike revenues, expenditures are fairly consistent month to month. However, large debt service payments or CIP expenditures can cause swings.

### **August Expenditures**

General Fund expenditures in August total \$850,198 bringing the total YTD expenditures to 4.55 percent. Of the \$850,198 million, \$548,317 is related to personnel costs (salaries, benefits, etc.). In addition to personnel costs, the other larger General Fund expenditures in August were:

- \$15,066 – Electricity expenses
- \$20,721 – Building security upgrades
- \$24,226 – Dust control for vacant city owned land
- \$28,576 – Parks landscaping

Total expenditures for all funds in August were \$2.2 million bringing total expenditures to 7.23 percent. The larger non-General Fund expenditures were:

- \$193,984 – Workers compensation insurance premium
- \$226,309 – General liability insurance premium
- \$295,639 – Construction costs relating to Capital projects (La Quinta park restrooms, Eisenhower Dr. pavement stabilization, Madison St. improvements)

### **Summary**

All funds are generally on target or under budget with regard to expenditures. The timing imbalance of revenues receipts versus expenditures is funded from the City's cash flow reserve.

Prepared by: Karla Campos, Finance Director

Approved by: Frank J. Spevacek, City Manager

Attachments: 1. Revenue and Expenditure Reports for August 2016

[Click here to return to Agenda](#)





City of La Quinta, CA

# REVENUE SUMMARY REPORT ALL FUNDS

August 2016 Summary

For Fiscal: 2016/17 Period Ending: 08/31/2016

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	40408600.00	40,408,600.00	457,327.87	686,629.40	-39,721,970.60	1.70 %
201 - GAS TAX FUND	1299100.00	1,299,100.00	148,096.85	148,096.85	-1,151,003.15	11.40 %
202 - LIBRARY FUND	2250000.00	2,250,000.00	0.00	0.00	-2,250,000.00	0.00 %
210 - FEDERAL ASSISTANCE FUND	125800.00	125,800.00	0.00	0.00	-125,800.00	0.00 %
212 - SLESF (COPS) FUND	100100.00	100,100.00	8,333.33	8,333.33	-91,766.67	8.33 %
213 - JAG FUND	9000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
215 - LIGHTING & LANDSCAPING FUND	1447400.00	1,447,400.00	0.00	0.00	-1,447,400.00	0.00 %
218 - CV VIOLENT CRIME TASK FORCE	22600.00	22,600.00	10,874.12	10,874.12	-11,725.88	48.12 %
219 - ASSET FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00 %
220 - QUIMBY FUND	87000.00	87,000.00	0.00	0.00	-87,000.00	0.00 %
221 - AB 939	52500.00	52,500.00	0.00	0.00	-52,500.00	0.00 %
223 - MEASURE A	752500.00	752,500.00	0.00	0.00	-752,500.00	0.00 %
224 - TUMF	0.00	0.00	0.00	0.00	0.00	0.00 %
225 - INFRASTRUCTURE FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
231 - SUCCESSOR AGCY PA 1 RORF	0.00	0.00	29.23	57.52	57.52	0.00 %
235 - SO COAST AIR QUALITY FUND	45300.00	45,300.00	0.00	0.00	-45,300.00	0.00 %
237 - SUCCESSOR AGCY PA 1 ADMIN	0.00	0.00	0.00	0.00	0.00	0.00 %
241 - HOUSING AUTHORITY	889600.00	889,600.00	22,645.47	48,113.16	-841,486.84	5.41 %
242 - HOUSING AUTHORITY PA2	0.00	0.00	0.00	53,095.39	53,095.39	0.00 %
249 - SA 2011 LOW/MOD BOND FUND	0.00	0.00	130.75	257.28	257.28	0.00 %
250 - TRANSPORTATION DIF FUND	669000.00	669,000.00	2,842.00	34,104.00	-634,896.00	5.10 %
251 - PARKS & REC DIF FUND	350000.00	350,000.00	2,048.00	24,576.00	-325,424.00	7.02 %
252 - CIVIC CENTER DIF FUND	200000.00	200,000.00	942.00	11,304.00	-188,696.00	5.65 %
253 - LIBRARY DEVELOPMENT DIF	65000.00	65,000.00	344.00	4,128.00	-60,872.00	6.35 %
254 - COMMUNITY CENTER DIF	35600.00	35,600.00	129.00	1,548.00	-34,052.00	4.35 %
255 - STREET FACILITY DIF FUND	35000.00	35,000.00	116.00	1,392.00	-33,608.00	3.98 %
256 - PARK FACILITY DIF FUND	7000.00	7,000.00	40.00	480.00	-6,520.00	6.86 %
257 - FIRE PROTECTION DIF	80000.00	80,000.00	433.00	5,196.00	-74,804.00	6.50 %
270 - ART IN PUBLIC PLACES FUND	98500.00	98,500.00	3,130.88	5,887.90	-92,612.10	5.98 %
299 - INTEREST ALLOCATION FUND	0.00	0.00	18.67	5,069.44	5,069.44	0.00 %
310 - LQ FIN AUTHORITY DEBT SVC	678100.00	678,100.00	0.00	0.00	-678,100.00	0.00 %
401 - CAPITAL IMPROVEMENT PROGRAMS	7327300.00	7,327,300.00	0.00	0.00	-7,327,300.00	0.00 %
501 - EQUIPMENT REPLACEMENT	456100.00	456,100.00	0.00	0.00	-456,100.00	0.00 %
502 - INFORMATION TECHNOLOGY	849800.00	849,800.00	0.00	0.00	-849,800.00	0.00 %
503 - PARK EQUIP & FACILITY FND	534700.00	534,700.00	0.00	0.00	-534,700.00	0.00 %
504 - INSURANCE FUND	648300.00	648,300.00	0.00	0.00	-648,300.00	0.00 %
601 - SILVERROCK RESORT	4034800.00	4,034,800.00	95,420.10	168,094.96	-3,866,705.04	4.17 %
602 - SILVERROCK GOLF RESERVE	61400.00	61,400.00	0.00	0.00	-61,400.00	0.00 %
<b>Report Total:</b>	<b>63,620,100.00</b>	<b>63,620,100.00</b>	<b>752,901.27</b>	<b>1,217,237.35</b>	<b>-62,402,862.65</b>	<b>1.91 %</b>



City of La Quinta, CA

# EXPENDITURE SUMMARY REPORT ALL FUNDS

August 2016 Summary

For Fiscal: 2016/17 Period Ending: 08/31/2016

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	41242100.00	41,242,100.00	850,198.58	1,876,438.03	39,365,661.97	4.55 %
201 - GAS TAX FUND	1299200.00	1,299,200.00	73,713.01	176,965.43	1,122,234.57	13.62 %
202 - LIBRARY FUND	1717400.00	1,717,400.00	13,547.79	17,213.18	1,700,186.82	1.00 %
210 - FEDERAL ASSISTANCE FUND	20200.00	20,200.00	0.00	0.00	20,200.00	0.00 %
212 - SLESF (COPS) FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
213 - JAG FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
215 - LIGHTING & LANDSCAPING FUND	1467400.00	1,467,400.00	65,042.17	126,944.17	1,340,455.83	8.65 %
218 - CV VIOLENT CRIME TASK FORCE	46700.00	46,700.00	904.20	1,550.12	45,149.88	3.32 %
220 - QUIMBY FUND	437300.00	437,300.00	0.00	0.00	437,300.00	0.00 %
221 - AB 939	20000.00	20,000.00	460.10	460.10	19,539.90	2.30 %
223 - MEASURE A	651000.00	651,000.00	0.00	0.00	651,000.00	0.00 %
225 - INFRASTRUCTURE FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
231 - SUCCESSOR AGCY PA 1 RORF	0.00	0.00	0.00	0.00	0.00	0.00 %
235 - SO COAST AIR QUALITY FUND	30000.00	30,000.00	0.00	-8,148.60	38,148.60	-27.16 %
237 - SUCCESSOR AGCY PA 1 ADMIN	0.00	0.00	1,500.00	4,800.00	-4,800.00	0.00 %
241 - HOUSING AUTHORITY	960200.00	960,200.00	27,182.75	73,097.39	887,102.61	7.61 %
242 - HOUSING AUTHORITY PA2	0.00	0.00	0.00	41,094.21	-41,094.21	0.00 %
249 - SA 2011 LOW/MOD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
250 - TRANSPORTATION DIF FUND	675900.00	675,900.00	0.00	0.00	675,900.00	0.00 %
251 - PARKS & REC DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
252 - CIVIC CENTER DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
253 - LIBRARY DEVELOPMENT DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
254 - COMMUNITY CENTER DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
255 - STREET FACILITY DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
256 - PARK FACILITY DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
257 - FIRE PROTECTION DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
270 - ART IN PUBLIC PLACES FUND	129000.00	129,000.00	0.00	0.00	129,000.00	0.00 %
299 - INTEREST ALLOCATION FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
310 - LQ FIN AUTHORITY DEBT SVC	678100.00	678,100.00	0.00	0.00	678,100.00	0.00 %
401 - CAPITAL IMPROVEMENT PROGRAMS *	190400.00	190,400.00	379,851.76	709,719.74	-519,319.74	372.75 %
501 - EQUIPMENT REPLACEMENT	498900.00	498,900.00	10,724.65	12,245.43	486,654.57	2.45 %
502 - INFORMATION TECHNOLOGY	848800.00	848,800.00	103,420.09	147,509.35	701,290.65	17.38 %
503 - PARK EQUIP & FACILITY FND	603700.00	603,700.00	0.00	6,399.54	597,300.46	1.06 %
504 - INSURANCE FUND **	649200.00	649,200.00	423,985.05	430,301.22	218,898.78	66.28 %
601 - SILVERROCK RESORT	4262200.00	4,262,200.00	331,091.06	461,345.62	3,800,854.38	10.82 %
602 - SILVERROCK GOLF RESERVE	0.00	0.00	0.00	0.00	0.00	0.00 %
<b>Report Total:</b>	<b>56,427,700.00</b>	<b>56,427,700.00</b>	<b>2,281,621.21</b>	<b>4,077,934.93</b>	<b>52,349,765.07</b>	<b>7.23 %</b>

\* Fund 401 - Current Total Budget does not reflect carryovers from prior years. These will be inputted after the prior year-end audit is complete.

\*\* Fund 504 - Insurance premiums are due at the beginning of each fiscal year for the twelve month period therefore expenditures are at 66.28%

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

**AGENDA TITLE:** ACCEPT THE MADISON STREET MEDIAN LANDSCAPE CONVERSION IMPROVEMENTS PROJECT FROM AIRPORT BOULEVARD TO AVENUE 54

### RECOMMENDATION

Accept the Madison Street Median Landscape Conversion Improvements project as 100 percent complete; authorize the City Clerk to file a Notice of Completion with the County Recorder; and authorize staff to release retention in the amount of \$26,223 thirty-five days after the Notice of Completion is recorded.

### EXECUTIVE SUMMARY

- This project entailed converting 60,000 square feet of turf to the City’s Desert Efficient Palette in the Madison Street medians.
- The work is complete and Council acceptance will conclude the contract and allow final payment.

### FISCAL IMPACT

The following is the financial accounting for this project:

Original Contract Amount	\$ 500,000
Contract Change Order Nos. 1 & 2	\$ 24,466
Final Contract Amount	\$ 524,466
<b>Project Budget</b>	<b>\$ 1,300,000</b>
Final Contract Amount	(\$ 524,466)
Design, Professional, & Personnel Costs	(\$ 72,611)
Inspection, Survey, Testing, Plans, & Other Construction Costs	(\$ 32,740)
Anticipated CVWD Turf Reduction Rebate	\$ 24,000
<b>Anticipated Funds Remaining*</b>	<b>\$ 694,183</b>

\* All costs to date have been accounted for and no further costs are anticipated.

There is adequate funding to close this project out with the final retention amount of \$26,223 being paid from account number 401-0000-20600-151604-RP (Retention Payable). The anticipated savings (\$694,183) will be allocated to fund balance under the Construction in Progress fund (401) and will be available to use for future Council approved CIP projects.

### **BACKGROUND/ANALYSIS**

On April 19, 2016, Council awarded a \$500,000 contract to Urban Habitat Environmental Landscapes, to construct the Madison Street Median Landscape Conversion Improvements (Project No. 2015-04), which is located on Madison Street from Airport Boulevard to Avenue 54 (Attachment 1).

On June 15, 2016, a Notice to Proceed was issued with a 75 working day contract completion time starting on June 20, 2016 and ending on October 4, 2016. The project was deemed substantially complete on September 30, 2016. No liquidated damages or early completion incentives are recommended.

Contract Change Order No. 1 was issued for the removal of existing stamped concrete and the exploration and repair of missing or damaged irrigation and electrical conduit.

Contract Change Order No. 2 was issued for the installation of additional irrigation, decomposed granite, crushed rock, and plants.

The project construction effort is 100 percent complete and is in compliance with the plans and specifications. Staff recommends acceptance of the project and release of the retention thirty-five days after the Notice of Completion is recorded.

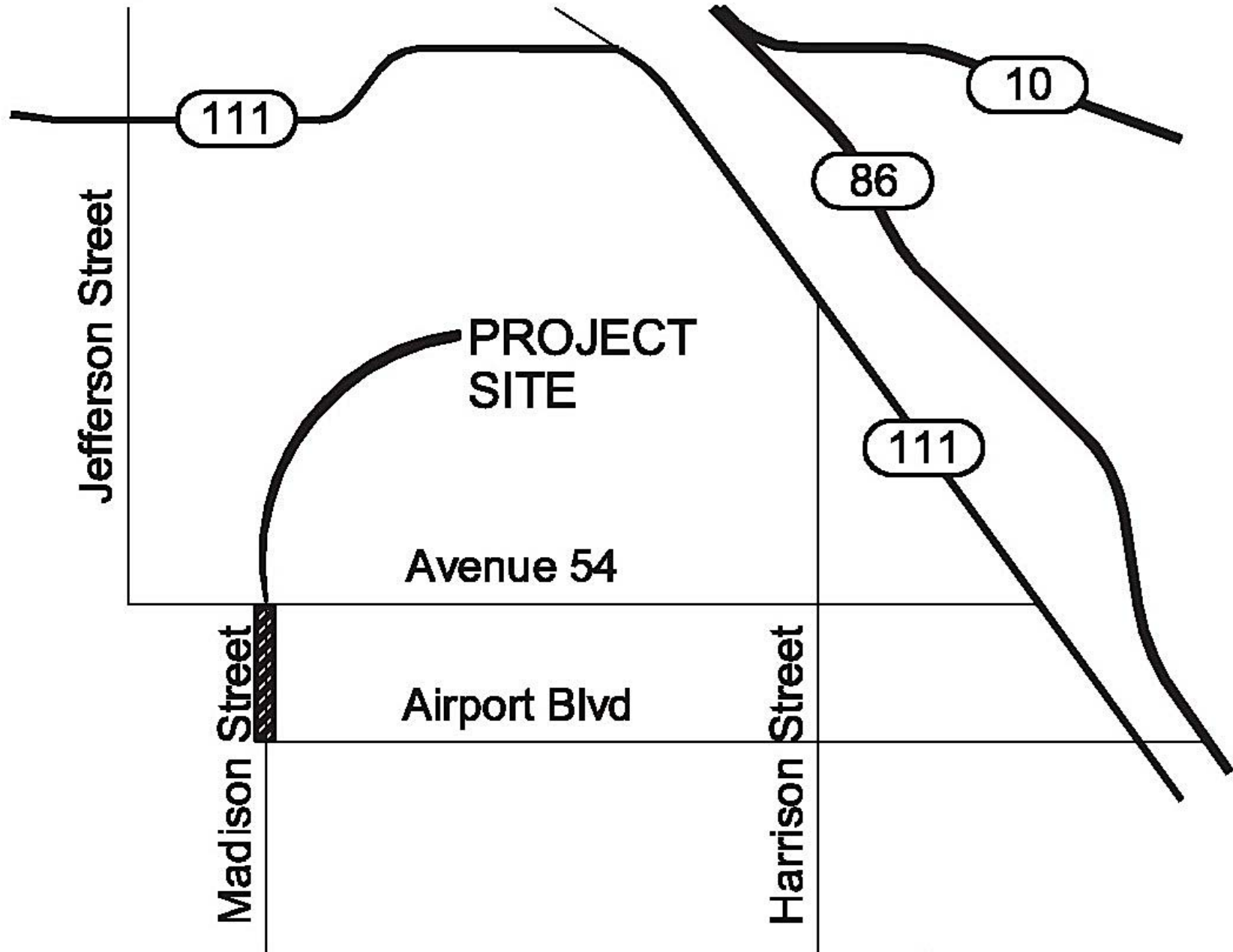
### **ALTERNATIVES**

Staff does not recommend an alternative action.

Prepared by: Ed Wimmer, P.E., Principal Engineer

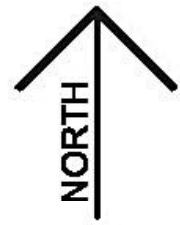
Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachment: 1. Vicinity Map



# Vicinity Map

NOT TO SCALE



[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

**AGENDA TITLE:** AWARD CONTRACT TO KIRKPATRICK LANDSCAPING SERVICES, INC. FOR CONSTRUCTION OF THE LA QUINTA YMCA LANDSCAPE IMPROVEMENTS

### RECOMMENDATION

Award contract to Kirkpatrick Landscaping Services, Inc. in the amount of \$85,187.37 to construct the YMCA Landscape Improvements.

### EXECUTIVE SUMMARY

- This project will install new water efficient landscape at the YMCA facility (Attachment 1).
- Kirkpatrick Landscaping Services, Inc. of Indio, California, submitted the lowest responsive bid at \$93,545.85. However, due to funding constraints and the availability of City-owned boulders, staff recommends awarding the base bid only (\$85,187.37).

### FISCAL IMPACT

Council designated the remaining Quimby Funds (\$134,658) from account 220-0000-99900 (YMCA ADA Improvements) for this project. Considering project costs to date, the following is the adjusted budget:

	<b>Project Budget</b>	<b>Adjusted Budget</b>	<b>Anticipated CVWD Rebate</b>
Professional/Design:	\$ 14,000	\$ 14,000	
Inspection/Testing/Survey:	\$ 3,000	\$ 3,000	
Construction:	\$ 91,000	\$ 85,188	
Contingency:	\$ 6,891	\$ 13,703	\$ 14,440
<b>Total Budget:</b>	<b>\$114,891</b>	<b>\$114,891</b>	<b>\$ 14,440</b>

The project includes base bid plus an additive alternate. Considering the overall budget and availability of boulders at the Corporate Yard, staff recommends awarding only the base bid.

Coachella Valley Water District has tentatively approved \$14,440 in turf removal rebates, which will be allocated to the contingency budget.

## BACKGROUND/ANALYSIS

At completion of the YMCA ADA Improvements Project, Council directed staff to prepare a turf reduction and water efficient landscape plan. This plan achieves additional water use reductions and upgrades the facility with a desert landscape palette for the front and west side of building.

On September 20, 2016 Council authorized staff to advertise the project for construction bids. The City received two bids on October 20, 2016 (Attachment 2).

Kirkpatrick Landscaping Services, Inc. of Indio, California, is the responsive and responsible low bidder at \$93,545.85.

The following is the proposed project schedule:

Council Considers Project Award	November 1, 2016
Execute Contract, and Mobilize	November 1 to November 21, 2016
Construction (40 Working Days)	November 2016/January 2017
Accept Improvements	February 2017

## ALTERNATIVES

Staff does not recommend an alternative action.

Prepared by: Ed Wimmer, P.E. , Principal Engineer

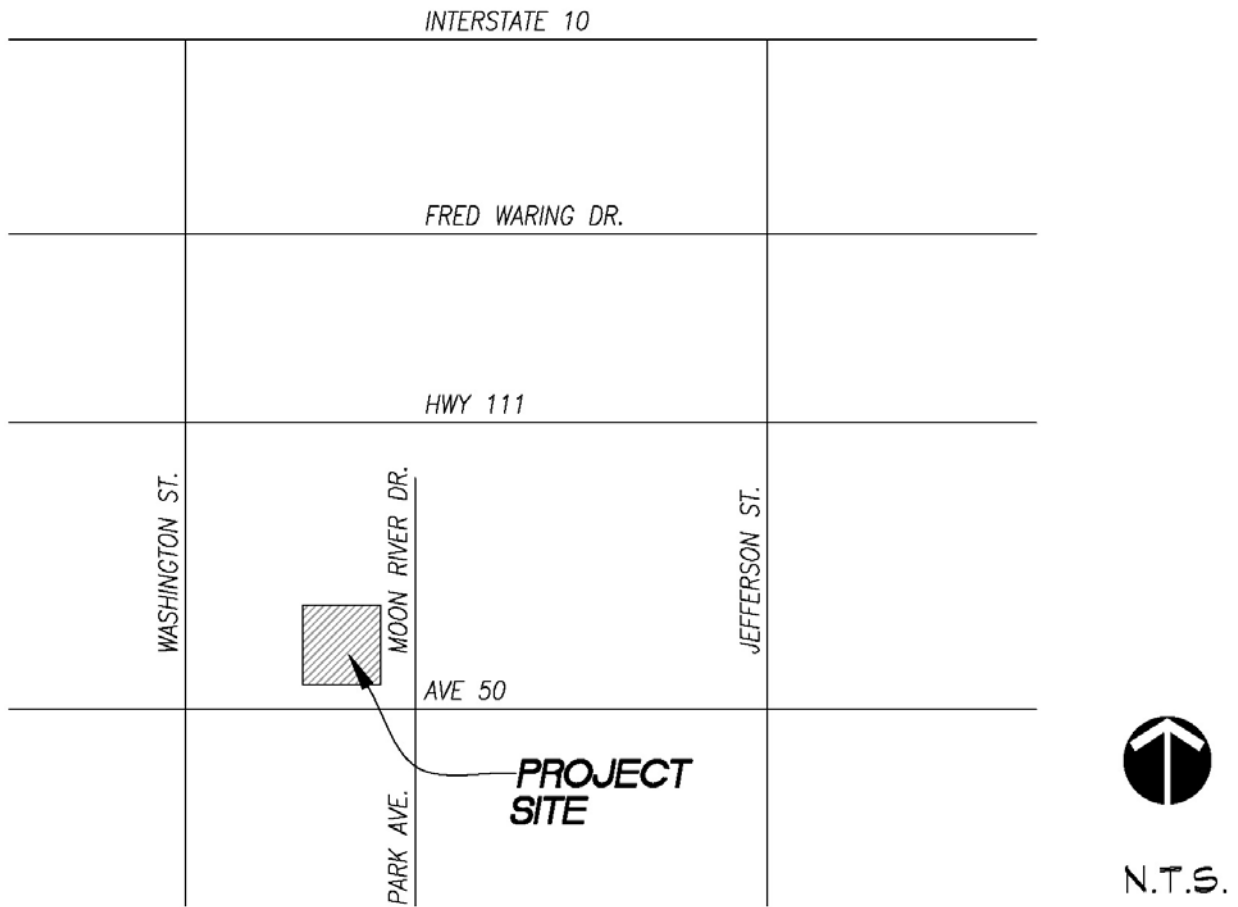
Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachments: 1. Vicinity Map  
2. Bid Comparison Summary



# Attachment 1: YMCA Landscape Improvements Vicinity Map

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**SPORTS COMPLEX AND YMCA ADA IMPROVEMENTS - PHASE 1**

**PROJECT NO. 2014-01**

BID OPENING: October 20, 2016

Engineers Estimate					
Item No.	Description	QTY	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 5,400.00	\$ 5,400.00
2	Traffic Control	1	LS	\$ 400.00	\$ 400.00
3	Dust Control	1	LS	\$ 1,500.00	\$ 1,500.00
4	Clearing and Grubbing	1	LS	\$ 14,440.00	\$ 14,440.00
5	Storm Drainage - Dry Well System	1	LS	\$ 4,800.00	\$ 4,800.00
6	Concrete Wall	1	LS	\$ 1,350.00	\$ 1,350.00
7	Concrete Mow Curb - 6" X 6"	50	LF	\$ 12.00	\$ 600.00
8	Soil Preparation and Fine Grading	1	LS	\$ 5,135.00	\$ 5,135.00
9	Furnish and Install 3/8" Apache Brown Crushed Rock	1,725	SF	\$ 1.50	\$ 2,587.50
10	Furnish and Install 3/8" Minus Desert Gold DG	18,810	SF	\$ 1.25	\$ 23,512.50
11	Furnish and Install Landscaping per Plan	1	LS	\$ 6,769.00	\$ 6,769.00
12	Furnish and Install Irrigation per Plan	1	LS	\$ 18,750.00	\$ 18,750.00
<b>TOTAL BID ITEMS 1-12:</b>					<b>\$ 85,244.00</b>

KIRKPATRICK LANDSCAPING SERVICES, INC.	
Unit Price	Extended Price
\$ 4,866.06	\$ 4,866.06
\$ 400.00	\$ 400.00
\$ 1,250.00	\$ 1,250.00
\$ 8,535.00	\$ 8,535.00
\$ 1,731.00	\$ 1,731.00
\$ 9,987.50	\$ 9,987.50
\$ 38.25	\$ 1,912.50
\$ 3,907.00	\$ 3,907.00
\$ 2.13	\$ 3,674.25
\$ 1.27	\$ 23,888.70
\$ 9,876.00	\$ 9,876.00
\$ 15,159.36	\$ 15,159.36
	<b>\$ 85,187.37</b>

ZEUS CONSTRUCTION	
Unit Price	Extended Price
\$ 10,000.00	\$ 10,000.00
\$ 3,000.00	\$ 3,000.00
\$ 3,000.00	\$ 3,000.00
\$ 8,000.00	\$ 8,000.00
\$ 7,200.00	\$ 7,200.00
\$ 4,200.00	\$ 4,200.00
\$ 30.00	\$ 1,500.00
\$ 6,200.00	\$ 6,200.00
\$ 4.00	\$ 6,900.00
\$ 1.50	\$ 28,215.00
\$ 9,000.00	\$ 9,000.00
\$ 9,000.00	\$ 9,000.00
	<b>\$ 96,215.00</b>

Add. Alt. No.	Description	QTY	Unit	Unit Price	Extended Price
1.1	Landscape Boulders	26	EA	\$ 225.00	\$ 5,850.00
<b>SUB-TOTAL AMOUNT OF ADDITIVE ALTERNATE BID ITEM 1:</b>					<b>\$ 5,850.00</b>

Unit Price	Extended Price
\$ 321.48	\$ 8,358.48
	<b>\$ 8,358.48</b>

Unit Price	Extended Price
\$ 353.85	\$ 9,200.10
	<b>\$ 9,200.10</b>

**GRAND TOTAL: \$91,094.00**

**\$93,545.85**

**\$105,415.10**

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CALIFORNIA DEPARTMENT OF TRANSPORTATION FEDERAL-AID AGREEMENTS

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### RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute California Department of Transportation Federal-Aid Agreements.

### EXECUTIVE SUMMARY

- Congressionally approved Transportation Authorization Bills require that the City enter into a Master Agreement and project specific Program Supplemental Agreements with the California Department of Transportation before claiming federal funds.
- These agreements which bind the federal agency to reserve funds for the City have heretofore been individually scheduled for Council consideration which causes delays in federal funding reimbursement. Most recently, the City was at risk of losing federal funding for the Washington Street Pavement Rehabilitation project due to timing of these approvals. It is in the City's best interest to streamline this process to protect grant funding.
- Staff recommends that Council approve the Master Agreement, No. 08-5433F15 (Attachment 1) and authorize the City Manager to execute the agreement.
- Staff recommends that Council authorize the City Manager to execute the Program Supplemental Agreements (Attachment 2).

### FISCAL IMPACT

None for this action. Neither the Master Agreement nor the project specific Program Supplemental Agreements obligate City funds. Council approves project funding with the Capital Improvement Program or with the grant application.

### BACKGROUND/ANALYSIS

The Master Agreement and project specific Program Supplemental Agreements with the California Department of Transportation (Caltrans) establish the terms and conditions applicable when receiving reimbursements of federal funds for a designated road or bridge and to the subsequent operation and maintenance once complete. The Program Supplemental Agreement contains special covenants for receiving federal

funds. This action is specific to the Master Agreement, No. 08-5433F15. Any new Master Agreement between Caltrans and the City will be taken back to Council for approval.

### ALTERNATIVES

Council may choose to not approve the attached resolution and consider the agreements on a case by case basis.

Prepared by: Ed Wimmer, P.E., Principal Engineer

Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachment: 1. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects, No. 08-5433F15.

Attachment: 2. Example of Program Supplemental Agreement, No. F015, to Administering Agency-State Agreement for Federal-Aid Projects, No. 08-5433F15

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO EXECUTE CALIFORNIA DEPARTMENT OF TRANSPORTATION FEDERAL-AID AGREEMENTS**

**WHEREAS**, the City of La Quinta is eligible to receive federal funding for certain transportation projects through the California Department of Transportation (CALTRANS), and

**WHEREAS**, CALTRANS requires that the Master Agreement and Program Supplemental Agreements be executed before these funds can be claimed, and

**WHEREAS**, it is in the best interest of the City to expedite the federal funding claim process

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, as follows:

1. The City Council approves the CALTRANS Master Agreement Administering Agency-State Agreement for Federal-Aid Projects (No. 08-5433F15) and authorizes the City Engineer to execute the Agreement.
2. The City Engineer is authorized to execute all CALTRANS Program Supplemental Agreements to the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects (No. 08-5433F15).

This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this 1st day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Resolution No. 2016-  
Authorizing Certain City Representatives to Execute California Department of Transportation Federal Aid Agreement  
Adopted: November 1, 2016  
Page 2 of 2

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
FEDERAL-AID PROJECTS

08 City of La Quinta  
-----  
District Administering Agency

Agreement No. 08-5433F15

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of La Quinta, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).



8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
  
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
  
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.



ARTICLE V  
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of La Quinta

By \_\_\_\_\_

By \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

\_\_\_\_\_  
City of La Quinta  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



## EXHIBIT B

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



**PROGRAM SUPPLEMENT NO. F015**  
 to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 08-5433F15**

**Adv Project ID**                      **Date:** September 21, 2016  
 0814000004                      **Location:** 08-RIV-0-LQNT  
    **Project Number:** HSIPL-5433(015)  
    **E.A. Number:**  
    **Locode:** 5433

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on \_\_\_\_\_ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Various intersections throughout the City

**TYPE OF WORK:** Upgrade safety lighting, street signs, traffic signal cabinets, and cabinet controllers                      **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$150,000.00	\$135,000.00		\$15,000.00	\$0.00

**CITY OF LA QUINTA**

**STATE OF CALIFORNIA**  
 Department of Transportation

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Attest \_\_\_\_\_

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Ronjane Jane Cluyn                      Date 9/21/2016                      \$135,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** APPROVE REDUCTION OF REGULAR CITY COUNCIL MEETINGS TO ONE PER MONTH DURING JANUARY 2017 BY CANCELLING THE REGULAR MEETING OF JANUARY 3, 2017

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### RECOMMENDATION

Approve the reduction of regular City Council meetings to one per month during January 2017 by cancelling the regular meeting of January 3, 2017.

### EXECUTIVE SUMMARY

- Council traditionally modifies its meeting schedule during the holidays if there are no known time-sensitive matters requiring Council action.
- Advance notice of cancelled meetings allows Councilmembers, staff, and the public to properly plan for deadlines and workflow.

### FISCAL IMPACT

There will be a cost savings consisting of the time and materials associated with production and delivery of two agenda packets.

### BACKGROUND/ANALYSIS

The recommended holiday meeting schedule is as follows:

- December 6           regular meeting
- December 6           OPEN HOUSE
- December 20         regular meeting
- January 3             CANCELLED
- January 17            regular meeting

Should a pressing situation or matter require Council direction or action before the next regular meeting, a special meeting will be called.

### ALTERNATIVES

Council may select alternate dates for cancelled meetings, however, this would impact processing business items in a timely manner.

Prepared by: Monika Radeva, Deputy City Clerk

Approved by: Susan Maysels, City Clerk

[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** APPROVE COOPERATIVE AGREEMENT WITH THE COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES

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### RECOMMENDATION

- Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue and medical emergency services, and authorize the City Manager to execute the Agreement.

### EXECUTIVE SUMMARY

- Since 1986, the City has contracted with the County of Riverside (County) for fire services.
- The current Cooperative Agreement (Fire Services Agreement) will expire on December 31, 2016; the new term will run from January 1, 2017 to June 30, 2018.
- Services and service levels will remain at current levels.

### FISCAL IMPACT

The total cost of the Fire Services Agreement is approximately \$9,440,000.

There is no additional impact on the 2016/17 budget since fire service costs are offset by an annual fire property tax credit. However, future costs may not be offset by the fire property tax credit; these impacts will be evaluated during the 2017/18-budget process.

### BACKGROUND/ANALYSIS

The City contracts with the County for fire and paramedic services who has a cooperative agreement with the California Department of Forestry and Fire Protection. The contract provides staffing for three fire stations via twenty-six fire personnel, firefighting and suppression apparatus, and participation in the regional protection system.

The new agreements provide the following contract protections:

- In the event the California Legislature's actions increase fire service costs, the City can elect to fund these additional costs or the County can unilaterally reduce services to meet a service level the City can afford.
- The County must provide written notice to the City if fire salaries or expenses increase/decrease.

The County commissioned a Fire Services Study to review service and cost allocations to ensure that they were allocated equitably. A Technical Advisory Committee (TAC) was subsequently established to review, modify, and approve changes to service deployment and cost allocation formulas. As the TAC offers recommendations, each contracting city will have the opportunity to provide input before adoption. The County has agreed to notify cities at least 12 months prior to implementing any cost allocation formula changes. Staff anticipates that these recommendations will generate changes to the City's fire service costs. Because of this, a one year term is recommended for this Fire Service Agreement.

### **ALTERNATIVES**

Council may elect to reject the contract and direct staff to seek other fire service options.

Prepared by: Martha Mendez, Public Safety Manager

Approved by: Chris Escobedo, Community Resources Director

Attachments:           1. Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of La Quinta

**A COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of La Quinta a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

**SECTION I: PURPOSE**

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code §55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

**SECTION II: DESIGNATION OF FIRE CHIEF**

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

### SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree

to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. \_\_\_\_\_ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. \_\_\_\_\_ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. Notwithstanding Paragraph G herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from January 1, 2017, to June 30, 2018.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

## SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

## SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

## SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

## SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.



## SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of La Quinta from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

## SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

## SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

## SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4<sup>th</sup> 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY’S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party’s costs and expenses, including reasonable attorneys’ fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY  
County Fire Chief  
210 W. San Jacinto Ave.  
Perris, CA 92570

CITY OF LA QUINTA  
City Manager  
City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF LA QUINTA

By: \_\_\_\_\_  
Frank J. Spevacek, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susan Maysels, City Clerk

By: \_\_\_\_\_  
William H. Ihrke, City Attorney

(SEAL)

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM  
Clerk of the Board

GREGORY P. PRIAMOS,  
County Counsel

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
ERIC STOPHER  
Deputy County Counsel

(SEAL)

EXHIBIT "A"  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA  
ESTIMATE DATED SEPTEMBER 13, 2016 FOR FY 2016/2017 AND 2017/2018

**CITY BUDGET ESTIMATES (with Tax Credit)**

FISCAL YEAR 2016/2017 (JANUARY 1, 2017 - JUNE 30, 2017)	\$114,744
FISCAL YEAR 2017/2018 (JULY 1, 2017 - JUNE 30, 2018)	<u>\$515,580</u>
TOTAL CITY BUDGET <b>ESTIMATES</b> FOR 2016/2017 AND 2017/2018	<u>\$630,325</u>

**CITY BUDGET ESTIMATES (without Tax Credit)**

FISCAL YEAR 2016/2017 (JANUARY 1, 2017 - JUNE 30, 2017)	\$3,038,976
FISCAL YEAR 2017/2018 (JULY 1, 2017 - JUNE 30, 2018)	<u>\$6,399,344</u>
TOTAL CITY BUDGET <b>ESTIMATES</b> FOR 2016/2017 AND 2017/2018	<u>\$9,438,319</u>

FY 2017 ESTIMATE  
 TO THE COOPERATIVE AGREEMENT  
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA  
 ESTIMATE DATED SEPTEMBER 13, 2016 FOR FY 2016/2017

	CAPTAIN'S ----- CAPTAIN'S MEDICS	ENGINEER'S ----- ENGINEER MEDICS	FF II'S ----- FF II MEDICS	TOTALS -----
<b>STA #32</b>				
Medic Engine	194,246 1.0	166,118 1.0	300,822 2.0	984,760 6.0
<b>STA #70</b>				
Medic Engine	194,246 1.0	166,118 1.0	300,822 2.0	984,760 6.0
<b>STA #93</b>				
Medic Engine	194,246 1.0	0 0.0	300,822 2.0	1,005,375 6.0
Fixed Relief			0 0.0	510,307 3.0
Vac. Relief - Engine		166,118 1.0	161,787 1.0	514,638 3.0
<b>SUBTOTALS</b>	<b>582,738</b>	<b>0</b>	<b>902,466</b>	<b>3,999,840</b>
SUBTOTAL STAFF	3	0	6	24
FIRE SAFETY SPECIALIST (PCN 114438)			140,759 each	140,759 1.0
EMERGENCY SERVICES COORDINATOR (120745)			116,074 each	116,074 1.0
SUBTOTAL				<u>\$256,833</u> 26
<b>ESTIMATED SUPPORT SERVICES</b>				
Administrative/Operational			19,687 per assigned Staff **	510,681 25.94
Volunteer Program			8,700 Per Entity Allocation	8,700 1.0
Medic Program			Medic FTE/Defib Basis	97,483 12.29
Battalion Chief Support			63,244 .27 FTE per Station	189,732 3.0
Fleet Support			51,547 per Fire Suppression Equip	154,641 3.0
ECC Support			Calls/Station Basis	152,215
Comm/IT Support			Calls/Station Basis	244,155
Hazmat Support				30,013
SUPPORT SERVICES SUBTOTAL				<u>1,387,620</u>
<b>ESTIMATED DIRECT CHARGES</b>				
FIRE ENGINE USE AGREEMENT			25,331 each engine	75,993 3
COOPERATIVE TRUCK AGREEMENT 12.5%				193,097 12.50%
<b>TOTAL STAFF COUNT</b>				<u>25.94</u>
<b>TOTAL ESTIMATED CITY BUDGET</b>				\$6,077,951
ESTIMATED CITY BUDGET JANUARY 1, 2017 TO JUNE 30, 2017				<u>\$3,038,976</u>
* LA QUINTA ESTIMATED FIRE TAX CREDIT				(5,848,462)
* LA QUINTA ESTIMATED FIRE TAX CREDIT JANUARY 1, 2017 TO JUNE 30, 2017				(2,924,231)
<b>NET ESTIMATED CITY BUDGET</b>				<u>114,744</u>
* STRUCTURAL FIRE TAXES	1,765,080			
ESTIMATED REDEVELOPMENT PASS THRU	4,271,382			
total contract transfer	(188,000)			
<b>TOTAL ESTIMATED TAX FUNDING</b>	<u>5,848,462</u>			

SUPPORT SERVICES

Administrative & Operational Services Finance Training Data Processing Accounting Personnel	Procurement Emergency Services Fire Fighting Equip. Office Supplies/Equip.	24.0 Assigned Staff 1.13 Indio Truck (12.5%) 0.81 Battalion Chief Support ** 25.94 Total Assigned Staff 3 Fire Stations 3,796 Number of Calls 12.29 Assigned Medic FTE 3 Monitors/Defibs 3 Hazmat Stations 15 Number of Hazmat Calls
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Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 16/17 POSITION SALARIES TOP STEP**

290,934	DEPUTY CHIEF	25,331	FIRE ENGINE
287,052	DIV CHIEF	19,687	SRVDEL
231,893	BAT CHIEF	8,700	VOL DEL
194,246	CAPT	7,474	MEDIC FTE
216,440	CAPT MEDIC	1,876	MEDIC MONITORS/DEFIBS REPLACEMENT
166,118	ENG	63,244	BATT DEL
186,733	ENG/MEDIC	15,967	ECC STATION
150,411	FF II	27.48	ECC CALLS
161,787	FF II/MEDIC	51,547	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	25,609	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	44.08	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,150	FACILITY STATION
71,843	OFFICE ASSISTANT III	578.31	FACILITY FTE
72,531	SECRETARY I	3,912	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,095.48	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

**FY 16/17 DIRECT BILL ACCOUNT CODES**

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Cleaning and Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

FY 2018 ESTIMATE  
 TO THE COOPERATIVE AGREEMENT  
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA  
 ESTIMATE DATED SEPTEMBER 13, 2016 FOR FY 2017/2018

	CAPTAIN'S ----- CAPTAIN'S MEDICS		ENGINEER'S ----- ENGINEER MEDICS		FF II'S ----- FF II MEDICS		TOTALS -----					
<b>STA #32</b>												
Medic Engine	203,958	1.0	174,424	1.0	315,863	2.0	339,753	2.0	1,033,998	6.0		
<b>STA #70</b>												
Medic Engine	203,958	1.0	174,424	1.0	315,863	2.0	339,753	2.0	1,033,998	6.0		
<b>STA #93</b>												
Medic Engine	203,958	1.0	0	0.0	196,070	1.0	315,863	2.0	339,753	2.0	1,055,644	6.0
Fixed Relief					196,070	1.0	0	0.0	339,753	2.0	535,822	3.0
Vac. Relief - Engine			174,424	1.0	196,070	1.0	169,876	1.0	540,370	1.0	540,370	3.0
SUBTOTALS	611,875		0		523,272		588,209		947,589		1,528,887	4,199,832
SUBTOTAL STAFF	3	0	3	3	3	6	9	9	24	24		
FIRE SAFETY SPECIALIST (PCN 114438)					147,797	each			147,797	1.0		
EMERGENCY SERVICES COORDINATOR (120745)					121,878	each			121,878	1.0		
SUBTOTAL									\$269,675	26		
<b>ESTIMATED SUPPORT SERVICES</b>												
Administrative/Operational					21,065	per assigned Staff **			548,324	26.03		
Volunteer Program					9,309	Per Entity Allocation			9,309	1.0		
Medic Program						Medic FTE/Defib Basis			104,307	12.29		
Battalion Chief Support					67,671	.27 FTE per Station			203,013	3.0		
Fleet Support					55,155	per Fire Suppression Equip			165,466	3.0		
ECC Support						Calls/Station Basis			162,870			
Comm/IT Support						Calls/Station Basis			261,246			
Hazmat Support									32,114			
SUPPORT SERVICES SUBTOTAL									1,486,650			
<b>ESTIMATED DIRECT CHARGES</b>												
FIRE ENGINE USE AGREEMENT					25,331	each engine			164,568			
COOPERATIVE TRUCK AGREEMENT 12.5%									75,993	3		
									202,627	12.50%		
TOTAL STAFF COUNT											26.03	
TOTAL ESTIMATED CITY BUDGET									\$6,399,344			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(5,883,764)			
NET ESTIMATED CITY BUDGET									515,580			
* STRUCTURAL FIRE TAXES			1,800,382									
ESTIMATED REDEVELOPMENT PASS THRU			4,271,382									
total contract transfer			(188,000)									
TOTAL ESTIMATED TAX FUNDING			5,883,764									

SUPPORT SERVICES

<p>-----                  Administrative &amp; Operational Services                  Finance                  Training                  Data Processing                  Accounting                  Personnel</p>	<p>Procurement                  Emergency Services                  Fire Fighting Equip.                  Office Supplies/Equip.</p>	<p>24.0 Assigned Staff                  1.13 Indio Truck (12.5%)                  0.90 Battalion Chief Support                  ** ----- 26.03 Total Assigned Staff                    3 Fire Stations                  3,796 Number of Calls                  12.29 Assigned Medic FTE                  3 Monitors/Defibs                  3 Hazmat Stations                  15 Number of Hazmat Calls</p>
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Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 17/18 POSITION SALARIES TOP STEP**

305,481	DEPUTY CHIEF	25,331	FIRE ENGINE
301,405	DIV CHIEF	21,065	SRVDEL
243,488	BAT CHIEF	9,309	VOL DEL
203,958	CAPT	7,997	MEDIC FTE
227,262	CAPT MEDIC	2,007	MEDIC MONITORS/DEFIBS REPLACEMENT
174,424	ENG	67,671	BATT DEL
196,070	ENG/MEDIC	17,085	ECC STATION
157,932	FF II	29.40	ECC CALLS
169,876	FF II/MEDIC	55,155	FLEET SUPPORT
154,170	FIRE SAFETY SUPERVISOR	27,402	COMM/IT STATION
147,797	FIRE SAFETY SPECIALIST	47.17	COMM/IT CALLS
128,133	FIRE SYSTEMS INSPECTOR	2,301	FACILITY STATION
75,435	OFFICE ASSISTANT III	618.79	FACILITY FTE
76,158	SECRETARY I	4,186	HAZMAT STATION
121,878	EMERGENCY SVC COORD	1,172.16	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

**FY 17/18 DIRECT BILL ACCOUNT CODES**

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Cleaning and Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

**EXHIBIT "B"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF LA QUINTA  
DATED JANUARY 1, 2017**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES**

**A. CREDIT TO CITY**

Of the sum CITY has appropriated to provide fire protection services within the area of responsibility of CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the annual structural fire taxes collected by the County and annual Redevelopment Pass Thru Funds in excess of \$188,300 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to the COUNTY's billing of its claim for services with CITY as approved herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY. If the credit allowed to CITY is in excess of the expenses, any excess credit will be deposited by the COUNTY into a trust fund for future fire facilities, equipment and/or services within CITY. The procedures for use of the trust funds are outlined as follows:

**B. TRUST FUND PROCEDURES**

The excess credit deposited in a trust fund for Fiscal Year 2016/2017 and for subsequent fiscal years during the term of this Agreement shall be expended, dispersed and accounted for as follows:

The trust funds may be used for future fire facilities, equipment, or for future services, at CITY's option. CITY shall have the right to designate the use of the trust funds for one or more of these purposes.

If CITY opts to utilize the trust funds for fire facilities being constructed or rehabilitated in CITY, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY, or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for equipment purchase or equipment rental, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for services, it may either request increased services or supplement the fund as a credit applied to future service costs.

The trust funds shall be maintained in an interest-bearing account. The interest earned shall be added to the amount of the trust fund.

COUNTY shall provide an annual accounting of the trust fund amount to CITY by August 1, 2016, and by August 1st of each year thereafter, during the term of this Agreement. CITY shall review the accounting within 30 days of receipt, and shall notify COUNTY of any dispute or objection thereto. CITY and COUNTY shall reconcile any dispute within 30 days thereafter.

If any amount remains in the trust funds upon the effective date of the termination of this Agreement, the funds shall be returned to CITY within 30 days of the date of the termination, unless extended. CITY agrees that the returned funds shall only be used for fire service, equipment and fire facilities.

**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF LA QUINTA  
DATED JANUARY 1, 2017**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES  
FIRE ENGINE USE AGREEMENT**

Station 32

Medic Engine ME32, RCO No. 08-881 \$ 25,331.00

Station 70

Medic Engine ME70, RCO No. 07-851 \$ 25,331.00

Station 93

Medic Engine ME93, RCO No. 04-816 \$ 25,331.00

\$ 75,993.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on

said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

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# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS REQUEST BY THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS FOR THE CITY OF LA QUINTA TO PARTICIPATE IN A WATER EFFICIENCY AND OVERSEEDING ALTERNATIVE CERTIFICATION PROGRAM FOR LANDSCAPE-RELATED BUSINESSES

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### RECOMMENDATION

Discuss the certification program and provide direction.

### EXECUTIVE SUMMARY

- The Coachella Valley Association of Governments (CVAG) requests each member city to require landscape businesses to complete a water efficient landscaping course.
- All Coachella Valley cities, except for the City of La Quinta, adopted a Landscaper Overseeding Certification Ordinance in 2008, which requires landscape professionals to complete a smart scalping landscaping course to comply with the Coachella Valley PM-10 State Implementation Plan.
- The Council could adopt either the smart scalping or water efficiency certification programs or both.
- If the Council desires to proceed with one or both of these programs, an ordinance will be prepared for consideration on November 15, 2016.

### FISCAL IMPACT

There is no anticipated fiscal impact.

### BACKGROUND/ANALYSIS

The CVAG Executive Committee approved a model Landscaper Overseeding Certification Ordinance in July 2007 to improve regional air quality (Attachment 1); all Coachella Valley cities subsequently adopted this ordinance except for the City of La Quinta. This program requires landscape businesses to complete a smart scalping course at the College of the Desert (COD) prior to obtaining a business license. Approximately 630 certificates have been issued. In 2008, Councilmembers questioned the value of smart scalping courses and the value of smart scalping in improving air quality. Though a certification course requirement was not adopted, smart scalping methods are used for City landscape maintenance.

In June 2016, the CVAG Executive Committee amended the existing model Landscaper Overseeding Certification Ordinance to add a certification course requirement for water

efficiency. CVAG requests that each city amend their overseeding ordinance to require all landscape-related businesses to complete a water efficient landscaping course modeled after CVAG's online smart scalping course. The new course is offered online by COD and will be combined with the existing Landscaper Overseeding Certification Program (Attachment 2). The course is offered free of charge and there is no cost to member agencies. CVAG estimates that both courses can be completed in four hours.

Staff recommends that the Council consider requiring all landscape-related businesses to participate in the overseeding and water efficient landscaping certification program. Though the ordinance does not regulate smart scalping or water efficient landscape maintenance activities, a course requirement will encourage activities that improve regional air quality and water efficiency.

### ALTERNATIVES

The City could continue to approve business licenses without requiring these courses.

Prepared by: Gabriel Perez, Planning Manager

Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachments: 1. Model Landscaper Certification Ordinance Amendment  
2. Landscaper Certification Class Outline



**ATTACHMENT 1  
DRAFT MODEL LANDSCAPER CERTIFICATION ORDINANCE AMENDMENT**

**AN ORDINANCE OF THE [CITY OF \_\_\_\_\_ or  
COUNTY OF RIVERSIDE] AMENDING SECTION XXX [OF  
CHAPTER XXX] OF THE [CITY/COUNTY] CODE TO ADD  
WATER EFFICIENCY CURRICULUM TO THE  
EDUCATIONAL PREREQUISITES FOR ISSUANCE OF A  
BUSINESS LICENSE TO LANDSCAPE-RELATED  
BUSINESSES**

**THE [CITY COUNCIL OF THE CITY OF \_\_\_\_\_, CALIFORNIA or BOARD  
OF SUPERVISORS OF THE COUNTY OF RIVERSIDE], DOES ORDAIN AS  
FOLLOWS:**

WHEREAS, the [City Council/Board of Supervisors] has previously adopted Ordinance XXX to require Landscape-Related Businesses to present proof that at least one employee has, within the preceding twelve-month period, completed a two-hour course on grass overseeding alternatives as a prerequisite to issuance or renewal of a business license;

WHEREAS, air quality and water efficiency are among the most essential issues associated with public health and safety, which in turn is essential to the continued economic well-being of the Coachella Valley and to the needs of its residents;

WHEREAS, the majority of water use in the Coachella Valley is for outdoor landscaping and our ability to meet water conservation goals and maintain the high quality of our water supply depends on water conservation best practices in landscaping;

WHEREAS, one of the reasons for the failure to meet water conservation goals within the Coachella Valley is a lack of familiarity by landscape professionals with best practices in reducing water use in landscaped areas;

WHEREAS, the Coachella Valley Water District (CVWD), in partnership with the Coachella Valley Association of Governments (CVAG), College of the Desert (COD), other local water districts, and local stakeholders, has developed a two-hour water efficiency course to provide guidance to Landscape-Related Business professionals regarding reduction of water use in turf and other landscape areas and encourage the use of water efficient desert landscaping;

WHEREAS, by combining the existing two-hour educational course on overseeding alternatives and smart scalping with the recently developed two-hour course on water efficiency, landscape professionals can be certified in best practices to meet regional goals to improve our air quality and increase water efficiency in a “one-stop shop” approach;

WHEREAS, the curriculum for the water efficiency course is high quality and appropriate for the Coachella Valley region; the course has been developed by professional staff at CVWD who hold licenses and certifications in irrigation efficiency, plant water use, horticultural practices, arboriculture, and landscape/golf course irrigation

auditing; and the course has been reviewed by industry educators such as College of the Desert (COD) instructors and industry professionals.;

WHEREAS, the water efficiency course developed by CVWD has been reviewed and approved by the State Water Resources Control Board which requires urban water suppliers to reduce potable water use to meet state conservation standards and the implementation of the course will be monitored by the State Water Resources Control Board;

WHEREAS, the water efficiency curriculum can be added to the existing course for the Landscape Certification Program;

WHEREAS, the updated course for the Landscape Certification Program, which will include both the smart scalping curriculum and the water efficiency curriculum, will be available online and/or at a local testing center, and will be available in English and Spanish;

WHEREAS, the most efficient and effective method of promoting the overseeding alternative and water efficiency is to require professionals in the landscaping installation, maintenance, design, and other landscape-related businesses, and their suppliers within the [City or unincorporated Coachella Valley area] to, on an annual basis, complete the four-hour course covering both of these topics, with said course organized by CVAG, AQMD, COD, and CVWD;

WHEREAS, the public health and safety is served by requiring completion of said course as a prerequisite for the issuance and renewal of business licenses for Landscape-Related Businesses within the [City or Coachella Valley]. and

WHEREAS, time for a public information campaign regarding the additional curriculum on water efficiency is required; the additional prerequisite specific to the water efficiency curriculum will, therefore, not be enforced until November 1, 2016.

**NOW, THEREFORE, THE [COUNCIL/BOARD] DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. [Sub-Section XXX of the XXX Code] is amended to read as follows:

**XXX. "LANDSCAPE-RELATED BUSINESSES"**

***Effective November 1, 2016, as a prerequisite to the issuance or renewal of a business license for any entity providing services or nursery products [in the unincorporated area within the territorial boundaries of the Coachella Valley Association of Governments] related to or used for landscape installation, maintenance, or design, the applicant shall present proof that at least one employee has, within the twelve months immediately preceding the application, completed a minimum four-hour course developed by the Coachella Valley Association of Governments, the South Coast Air Quality Management District, the***

***Coachella Valley Water District, and local stakeholders, on grass overseeding alternatives to traditional scalping and landscaping water efficiency.***

***Prior to November 1, 2016, said educational prerequisite shall be satisfied by completion of the two-hour course that was in place prior to the addition of the water efficiency segment of the curriculum.***

**SECTION IV. SEVERABILITY**

If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining section, subsection and clauses shall not be affected thereby.

**SECTION V. EFFECTIVE DATE**

This ordinance shall become effective on the thirtieth (30th) day following its adoption.

**SECTION VI. POSTING**

The [City Clerk or Clerk of the Board] shall within fifteen (15) days after the passage of this ordinance, cause this ordinance to be posted in at least three (3) public places designated by resolution of the [City Council or Board of Supervisors]; shall certify to the adoption and posting of this ordinance; and shall cause this ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of this [City or County].

The foregoing ordinance was approved and adopted at a meeting of the [City Council or Board of Supervisors] held on \_\_\_\_\_, 2016 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

\_\_\_\_\_  
[Mayor or Chairman of the Board]

ATTEST:

\_\_\_\_\_  
[City Clerk or Clerk of the Board]

APPROVED AS TO FORM:

\_\_\_\_\_  
[City Attorney or County Counsel]

## Landscaper Certification Class Outline

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The class will be available in both English and Spanish through COD. There will be a short quiz between each section of the class.

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- Introduction
  - Removing turf and replacing with desert landscaping is our first choice
  - If you have grass, how do you irrigate it efficiently
- Define efficiency
  - In a technical way, as it relates to different types of irrigation
  - Understanding irrigation system water use
- Know your soil
  - Gravelly sand, sand, sandy loam
    - Characteristics of each
  - How to irrigate each soil type
- Know your weather
  - Weather determines Evapotranspiration
    - The amount of water drawn from a plant by the atmosphere
  - How to use Evapotranspiration to irrigate efficiently
- Know your turf grass
  - Understanding the needs of different types of grass
  - Understanding root depth
- Know your irrigation system
  - Types of irrigation
  - Irrigation system performance
  - Precipitation rates
  - Sprinkler uniformity
- Match your irrigation system to your soil, your weather and your turf grass
  - Programming the irrigation controller
  - Scheduling a baseline for run times
  - The difference between entire areas and “spots” of stress
  - How to cut back
- CVWD rebate programs

# City of La Quinta

CITY COUNCIL MEETING: November 1, 2016

## STAFF REPORT

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**AGENDA TITLE:** ADOPT A RESOLUTION APPROVING ISSUANCE OF BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE BENEFIT OF EISENHOWER MEDICAL CENTER

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### RECOMMENDATION

Adopt a resolution approving the issuance of California Municipal Finance Authority bonds for the benefit of Eisenhower George and Julia Argyros Health Center.

### EXECUTIVE SUMMARY

- Eisenhower Medical Center requested the California Municipal Finance Authority (CMFA) issue tax-exempt revenue bonds in an amount not to exceed \$320,000,000 to refinance existing loans.
- These loans are associated with the George and Julia Argyros Health Center, which is located in the City of La Quinta.
- In order to qualify as tax-exempt bonds, the City must hold a public hearing and approve issuing the bonds.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds. Eisenhower Medical Center is working with CMFA to issue tax-exempt bonds to refinance loans used to acquire land, construct, and outfit the Eisenhower George and Julia Argyros Health Center, located at 45280 Seeley Drive, La Quinta. The Center provides outpatient care, imaging/laboratory, wellness and physician office services.

In order to secure a tax-exempt status, the local agency where the improvements are located must conduct a Tax and Equity Fiscal Responsibility Act (TEFRA) hearing to receive public input regarding said financing and then approve issuing the bonds. The bonds would not be an obligation of the City; instead, they will be an obligation of the Eisenhower Medical Center.

### ALTERNATIVES

Do not approve issuing said bonds.

Prepared by: Gil Villalpando, Management Specialist

Approved by: Frank J. Spevacek, City Manager

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA APPROVING THE ISSUANCE OF REVENUE REFUNDING BONDS BY THE AUTHORITY FOR THE PURPOSE OF REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF EISENHOWER MEDICAL CENTER**

**WHEREAS**, Eisenhower Medical Center, a nonprofit public benefit corporation (the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) participate in the issuance of one or more series of revenue refunding bonds in an aggregate principal amount not to exceed \$320,000,000 (collectively, the “Bonds”), as part of a plan of finance, for the purpose of refinancing the costs of the acquisition, construction and equipping of certain health care capital improvements owned by the Borrower and located at the Eisenhower George and Julia Argyros Health Center, a 93,000 square feet outpatient care, imaging/laboratory, wellness and physician office center, located at 45280 Seeley Drive, La Quinta, California 92253 (the “Project”), which Project is owned and operated by the Borrower; and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City of La Quinta, California (the “City”) because the Project is located within the territorial limits of the City and

**WHEREAS**, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the city of La Quinta, California as follows:

**SECTION 1.** The foregoing recitals are true and correct.

Resolution No.  
Issuance of Revenue Refunding Bonds  
Adopted:  
Page 2

**SECTION 2.** The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

**SECTION 3.** The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

**SECTION 4.** The executing officers, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

**SECTION 5.** The City Clerk shall forward a certified copy of this Resolution and originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

**SECTION 6.** This Resolution shall take effect immediately upon its passage.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the La Quinta City Council held on this day of 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



Resolution No.  
Issuance of Revenue Refunding Bonds  
Adopted:  
Page 3

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

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**Report to La Quinta City Council  
Palm Springs International Airport Commission Meeting  
October 19, 2016**

**Budget:** The 1<sup>st</sup> quarter is set to have record revenue growth, while expenses are down 8% from last year through some cuts and tighter controls. We will continue to use excess cash to pay down old bonds. Unrestricted cash is at \$3.9m to date, which is on target to meet our year-end goal of \$5m.

Auditors are on site, working on last year's results, and we will begin next year's budget process in November.

**Passenger Activity:** September passenger activity was up 12.7%, and YTD we are up 3.9%. The year is shaping up to be an excellent one, likely to break the 2 million-passenger mark.

**General:** Some positive factors are:

1. The early return of Jet Blue
2. West Jet is returning with a strong schedule
3. The impact of Desert Trip
4. Increased local advertising for tourism
5. It appears that Ontario Airport will experience significantly higher cost/passenger, keeping us competitive

**TNC (Lyft, Uber, etc):** The Commission has had no action on this topic; as the Palm Springs City Council is due to discuss it at tonight's meeting.

**Next Meeting:** The next meeting will be November 16.

Submitted:

\_\_\_\_\_  
Robert G. Teal, Commissioner  
Palm Springs International Airport  
Email: [bob@teal.us.com](mailto:bob@teal.us.com)  
Phone: 760-899-4171

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