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# CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, JULY 2, 2019**  
**3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION**

## **CALL TO ORDER**

ROLL CALL: Councilmembers: Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans

## **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).

## **CONFIRMATION OF AGENDA**

## **CLOSED SESSION**

1. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE PURSUANT TO GOVERNMENT CODE SECTION 54957
2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6; CITY DESIGNATED REPRESENTATIVE: CHRIS ESCOBEDO, COMMUNITY RESOURCES DIRECTOR; AND EMPLOYEE ORGANIZATION: LA QUINTA CITY EMPLOYEES ASSOCIATION
3. *Continued from June 18, 2019 Council meeting >>>* ANNUAL PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY ATTORNEY

*RECESS TO CLOSED SESSION*

RECONVENE AT 4:00 P.M.

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

**PLEDGE OF ALLEGIANCE**

**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**

1. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT WEST NILE RESPONSE AND PROGRAM UPDATE – PRESENTATION BY LABORATORY MANAGER JENNIFER HENKE
2. INTRODUCE GARRETT BEHRENS, RIVERSIDE COUNTY DISTRICT ATTORNEY'S OFFICE LIAISON FOR COMMUNITY ACTION TEAMS (CAT) PROGRAM

**CONSENT CALENDAR**

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

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**STUDY SESSION**

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**PUBLIC HEARINGS – NONE**

**DEPARTMENTAL REPORTS**

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3. CITY CLERK
4. COMMUNITY RESOURCES
5. DESIGN AND DEVELOPMENT
6. FACILITIES
7. FINANCE

**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 JOINT POLICY COMMITTEE (Evans)
7. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
8. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Radi)
9. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
10. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick and Radi)
11. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
12. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
13. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
14. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
15. CVAG PUBLIC SAFETY COMMITTEE (Peña)
16. EAST VALLEY COALITION (Peña)
17. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
18. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE (Peña)
19. CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE (Peña)
20. CVAG TRANSPORTATION COMMITTEE (Radi)
21. SUNLINE TRANSIT AGENCY (Radi)
22. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
23. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi and Sanchez)



- 24. ANIMAL CAMPUS COMMISSION (Sanchez)
- 25. COACHELLA VALLEY ECONOMIC PARTNERSHIP (Sanchez)
- 26. LEAGUE OF CALIFORNIA CITIES – GOVERNANCE, TRANSPARENCY AND LABOR POLICY COMMITTEE (Sanchez)
- 27. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)

**ADJOURNMENT**

\*\*\*\*\*

The next regular meeting of the City Council will be held on July 16, 2019 at 4:00 p.m. at the City Hall Council Chambers, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, 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 78495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78630 Highway 111, and the La Quinta Cove Post Office at 51321 Avenida Bermudas, on June 28, 2019.

DATED: June 28, 2019

MONIKA RADEVA, 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 (760) 777-7092, 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 (760) 777-7092. 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 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.

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**SPECIAL JOINT CITY COUNCIL  
AND PLANNING COMMISSION  
MINUTES  
TUESDAY, JUNE 11, 2019**

**CALL TO ORDER – City Council and Planning Commission**

A Special Joint Meeting of the La Quinta City Council and La Quinta Planning Commission was called to order at 5:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans  
ABSENT: None

PRESENT: Commissioners Bettencourt, Caldwell, Currie, Proctor, Quill, Wright,  
and Chairperson McCune  
ABSENT: None

**PLEDGE OF ALLEGIANCE**

Planning Chairperson McCune led the audience in the Pledge of Allegiance.

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA** – None

**CONFIRMATION OF AGENDA** – Confirmed

**STUDY SESSION**

**1. DISCUSS THE HIGHWAY 111 CORRIDOR AREA PLAN PROGRESS**

Design and Development Director Castro presented the staff report, which is on file in the Clerk's office.

*PLANNING COMMISSIONER CURRIE JOINED THE SPECIAL MEETING AT 5:07 P.M.*

City Consultant Kaizer Rangwala with Rangwala and Associates, gave an update of the community outreach and survey results with regards to the Highway 111 Corridor (Corridor) Area Plan (Plan); including reducing the size of vehicle lanes along the Corridor; introducing mixed-use developments, pedestrian and bicycle paths; utilizing existing parking areas to hold special events; connectivity with CV Link; reducing parking areas to bring businesses

closer together and encourage more pedestrian and alternative transportation.

General joint discussion followed regarding ensuring the size of vehicle lanes along the Corridor is in compliance with state and CEQA regulations; potential alternative uses of existing parking areas, such as special events; parking requirements citywide were reduced in 2016 through the Development Code Tune-Up; parking requirements for the commercial centers along the Corridor are based on the existing Specific Plans; business owners' ability and willingness to amend the Specific Plans to reduce parking and the distance between businesses and create a more pedestrian-friendly atmosphere; connectivity with CV Link; La Quinta's efforts for boundary adjustment of the parcel behind Point Happy shopping center.

PUBLIC SPEAKER: Steve Cherry, La Quinta – expressed concerns regarding the use of parking lots for special events, and potential parking issues when accessing nearby businesses.

PUBLIC SPEAKER: Unknown – inquired about the width of the Corridor, and size of vehicle and bicycle lanes.

PUBLIC SPEAKER: Christine Tinsley, Desert Bicycle Club Outreach Director, Palm Desert – explained that shoulder lanes are not bicycle lanes; there are no designated bicycle lanes along the Corridor, and riding bikes on sidewalks is not allowed.

Additional joint discussion followed regarding the Plan proposing to shorten the width of vehicle lanes along the Corridor and add a protected pedestrian/bicycle path off the street.

PUBLIC SPEAKER: Stephen Nieto, La Quinta – inquired if parallel parking would be allowed along Highway 111.

PUBLIC SPEAKER: Dale Tyreman, La Quinta – inquired about the Plan for the entire Corridor.

General joint discussion followed regarding potential traffic congestions; parallel parking along the Corridor would not be allowed; improving visibility of the current businesses; and pedestrian overpasses.

PUBLIC SPEAKER: John Schmid, Pacific Coast Commercial President, Irvine CA – spoke about pedestrian connectivity between Corridor centers and the need to adjust to changing consumer demands.

**COUNCIL AND COMMISSION MEMBERS' ITEMS** – None

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 6:30 p.m. Motion passed unanimously.

Respectfully submitted,

NICHOLE ROMANE, Deputy City Clerk  
City of La Quinta, California

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**JOINT MEETING OF THE  
CITY COUNCIL  
AND HOUSING AUTHORITY  
MINUTES  
TUESDAY, JUNE 18, 2019**

**CALL TO ORDER – CITY COUNCIL**

A regular meeting of the La Quinta City Council was called to order at 3:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans  
ABSENT: None

**CALL TO ORDER – HOUSING AUTHORITY**

A special meeting of the La Quinta Housing Authority was called to order at 3:00 p.m. by Authority Member Evans.

PRESENT: Authority Members Evans, Fitzpatrick, Radi, Sanchez, Chairperson Peña  
ABSENT: None

**VERBAL ANNOUNCEMENT – AB 23** was made by the Authority Secretary

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – CITY COUNCIL AND HOUSING AUTHORITY** – None

**CONFIRMATION OF AGENDA – CITY COUNCIL**

City Clerk Radeva said Mr. William Jones, President of the Citrus Homeowners Association, has requested to give a presentation regarding the Calle Tecate / Park Avenue Intersection under Announcements, Presentations, and Written Communications section of the agenda.

Councilmember Sanchez requested to comment on Consent Calendar Item Nos. 5, 9, and 11.

Councilmember Fitzpatrick requested to comment on Consent Calendar Item No. 8.

Mayor Evans requested to comment on Consent Calendar Item No. 6, pull Consent Calendar Item No. 8 for separate vote, and move Consent Calendar Item No. 11 to Business Session Item No. 8.

Council concurred.

**CONFIRMATION OF AGENDA – HOUSING AUTHORITY – Confirmed**

**CLOSED SESSION**

1. **PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE PURSUANT TO GOVERNMENT CODE SECTION 54957**
2. **CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6; CITY DESIGNATED REPRESENTATIVE: CHRIS ESCOBEDO, COMMUNITY RESOURCES DIRECTOR; AND EMPLOYEE ORGANIZATION: LA QUINTA CITY EMPLOYEES ASSOCIATION**
3. **ANNUAL PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY ATTORNEY**
4. **ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER**

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:03 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:01 P.M. WITH ALL MEMBERS PRESENT*

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

City Attorney Ihrke reported:

- Council considered only Closed Session Item No. 1 and there were no actions taken that require reporting pursuant to Government Code Section 54957.1 (Brown Act); and
- Council will consider Closed Session Item Nos. 2, 3, and 4 after the open portion of the meeting.

*HOUSING AUTHORITY CHAIRPERSON PEÑA REQUESTED MAYOR EVANS TO ACT AS PRESIDING OFFICER FOR THE REMAINDER OF THE HOUSING AUTHORITY MEETING*



**PLEDGE OF ALLEGIANCE – CITY COUNCIL AND HOUSING AUTHORITY**

Councilmember Radi led the audience in the Pledge of Allegiance.

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – CITY COUNCIL AND HOUSING AUTHORITY**

PUBLIC SPEAKER: Mr. Brad Anderson, Rancho Mirage – spoke about the poor response of the Coachella Valley Mosquito and Vector Control District (District) in addressing the spread of the West Nile virus in Riverside County; noted the District is overwhelmed and unable to properly respond; and this matter can easily be contained.

PUBLIC SPEAKER: Mr. Scott Wolf with the Coachella Valley Rescue Mission – thanked the Council for their support and assistance; gave an update of the services and assistance the organization has provided to the community during 2018 and 2019, including meals served, overnight shelters, and special programs and services.

PUBLIC SPEAKER: Mr. Andy Vossler, President of Landmark Golf Management – commended City Manager Spevacek for his service and wished him all the best in his retirement.

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS – CITY COUNCIL AND HOUSING AUTHORITY**

1. *added per resident request >>>* **CALLE TECATE / PARK AVENUE INTERSECTION - PRESENTATION BY MR. WILLIAM JONES, PRESIDENT OF THE CITRUS HOMEOWNERS ASSOCIATION**

Mayor Evans said Staff will present a list of available options to Council on this matter under Departmental Report Item No. 5-A; however, this item is agendized as an update only and Council will not make a final decision.

PUBLIC SPEAKER: Mr. William Jones, President of the Citrus Homeowners Association (HOA) – said there have been a total of eight incidents of vehicles crashing into the Citrus perimeter wall at this intersection; explained how the incidents occurred, usually during the late hours of the night, and despite the multiple street warning signs; presented photos of the crashes; expressed concern about the safety of the Citrus residences located near the wall; said the Citrus HOA’s recommendation was that a steel guard-rail will be the most effective solution to mitigate vehicles going through the wall, Option C – Guard Rail of Departmental Report Item 5-A; said the HOA’s repair costs for the wall and landscaping after each incident is approximately \$10,000; thanked Staff for the assistance and information provided; and noted the Citrus is willing to join

efforts with the City to select and install mitigation measures to ensure residents' safety from future incidents.

**CONSENT CALENDAR – CITY COUNCIL**

1. **APPROVE MINUTES DATED JUNE 4, 2019**
2. **AUTHORIZE OVERNIGHT TRAVEL FOR FIVE COUNCILMEMBERS, DIRECTOR OF COMMUNITY RESOURCES AND ASSISTANT TO THE CITY MANAGER TO ATTEND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN LONG BEACH, CALIFORNIA, OCTOBER 16-18, 2019**
3. **AUTHORIZE OVERNIGHT TRAVEL FOR FACILITIES MANAGEMENT ASSISTANT TO ATTEND THE THIRD YEAR OF CALIFORNIA PARKS AND RECREATION SOCIETY MAINTENANCE MANAGEMENT SCHOOL IN LAKE ARROWHEAD, CALIFORNIA, NOVEMBER 11 – 15, 2019**
4. **APPROVE DEMAND REGISTERS DATED MAY 31 AND JUNE 7, 2019**
5. **ADOPT RESOLUTION OF SUPPORT FOR BALANCED ENERGY SOLUTIONS AND LOCAL CONTROL [RESOLUTION NO. 2019-020]**
6. **APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE HIGHWAY 111 SIDEWALK IMPROVEMENTS PROJECT LOCATED ON THE SOUTH SIDE OF HIGHWAY 111, BETWEEN ADAMS STREET AND LA QUINTA DRIVE (PROJECT NO. 2018-03)**
7. **APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE HIGHWAY SAFETY IMPROVEMENT PROGRAM CITYWIDE FIBER OPTIC SIGNAL INTERCONNECT PROJECT (PROJECT NO. 2016-02)**
8. *pulled for separate vote by Mayor Evans >>>* **APPROVE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH HENSON CONSULTING GROUP FOR LEADERSHIP DEVELOPMENT AND TRAINING PROGRAMS**
9. **APPROVE MEMORANDUM OF UNDERSTANDING WITH DESERT SANDS UNIFIED SCHOOL DISTRICT FOR PARTIAL FUNDING OF TWO SCHOOL RESOURCE OFFICERS**
10. **APPROVE FIRE STATION NO. 70 KITCHEN AND FLOOR REMODEL PROJECT (PROJECT NO. 2018-35); AND APPROVE AGREEMENT FOR**

**CONTRACT SERVICES WITH DESERT CONCEPTS FOR DEMOLITION AND INSTALLATION**

- 11. *moved to Business Session Item No. 8 by Mayor Evans >>> APPROVE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF RIVERSIDE***

**CONSENT CALENDAR ITEM NO. 5**

Councilmember Sanchez said Council was adopting a Resolution to show their support for balanced energy solutions and local control as a response to newly proposed state legislation seeking to eliminate energy choices and mandate fully electrified homes and businesses; and noted energy choices should be left to the consumers and having local controls is important.

Mayor Evans concurred with Councilmember Sanchez's comments above.

**CONSENT CALENDAR ITEM NO. 6**

Mayor Evans said this item will revamp certain sidewalk sections along the Highway 111 corridor and will aid the City in its undergoing efforts on the corridor design and revisioning.

**CONSENT CALENDAR ITEM NO. 9**

Councilmember Sanchez said the government's number one responsibility is to protect the people; the City has a great partnership with Desert Sands Unified School District (DSUSD); the City is in a financial position to help fund the School Resource Officer positions; and the City is honored to have the opportunity to partner and provide increased safety for students.

Councilmember Radi said the City is fiscally able to offer this support due to revenues received from Measure G, and thanked the La Quinta voters for passing the measure.

Councilmember Fitzpatrick concurred with Councilmember Radi's comments, and thanked DSUSD for partnering with the City to share the costs and make this possible.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve Consent Calendar Item Nos. 1 – 7, 9, and 10 as recommended, with Item No. 5 adopting Resolution No. 2019-020. Motion passed unanimously.

**CONSENT CALENDAR ITEM NO. 8**

Councilmember Fitzpatrick said she would not support this item at this time; Staff is high performing and she supports the City providing training opportunities to ensure development and success; however, she would like to

provide the new City Manager the opportunity to evaluate the City's training and mentoring needs prior to making a commitment to determine whether or not this is the right type of training.

Councilmember Radi concurred with Councilmember Fitzpatrick's comments.

Councilmember Peña recommended Council consider continuing the item until a future time.

Councilmember Sanchez concurred with all comments listed above.

Mayor Evans said the new City Manager was selected to provide continuity during the transition; Council would like to arm him with the resources needed to be successful based on his established performance metrics; and it is important that he had the opportunity to assess and determine what trainings should be provided to Staff.

Discussion followed regarding the outcomes of not approving the Amendment; potential timeline to procure new services; considering a 90-day extension to cover the gap during the assessment period, without additional monetary appropriations; and any outstanding training activities would have been accounted for under the existing contract appropriation.

**MOTION** – A motion was made and seconded by Councilmembers Peña/Radi to approve Consent Calendar Item No. 8 as amended for a 90-day extension period from the date of expiration, effective July 1, 2019, without additional compensation allocation, to allow the new City Manager an opportunity to assess the training needs of the organization, and bring back a recommendation to Council. Motion passed unanimously.

### **CONSENT CALENDAR - HOUSING AUTHORITY**

- 1. APPROVE SPECIAL MEETING MINUTES OF MAY 21, 2019**
- 2. APPROVE CONTRACT SERVICES AGREEMENT WITH BECKY CAHA FOR HOUSING COMPLIANCE AND MONITORING SERVICES**

### **CONSENT CALENDAR ITEM NO. 2 – HOUSING AUTHORITY**

Authority Members commented on the high level of specialized services housing compliance and monitoring required; noted the City received only one response to the request for proposals; thanked Housing Consultant Becky Caha for her services; and commended the detailed scope of work and schedule of compensation outlined in the agreement.

MOTION – A motion was made and seconded by Authority Members Radi/Fitzpatrick to approve the Housing Authority Consent Calendar as recommended. Motion passed unanimously.

**BUSINESS SESSION – CITY COUNCIL AND HOUSING AUTHORITY**

**1. *City Council and Housing Authority: INTERVIEW AND APPOINT RESIDENTS TO VARIOUS CITY COMMISSIONS***

Council waived presentation of the staff report, which is on file in the Clerk’s Office.

Deputy City Clerk Romane held a random drawing resulting in the following interview order:

- 1) Community Services Commission
- 2) Planning Commission
- 3) Housing Commission
- 4) Financial Advisory Commission

Mayor Evans thanked all applicants for their willingness to serve the City, and explained the process Council follows in conducting the interviews and appointing members.

**1) COMMUNITY SERVICES COMMISSION (OPEN: 2 SEATS; 3-YEAR TERMS)**

The following applicants gave a brief presentation of their qualifications:

- Gayl Biondi
- Michael Krmpotich
- Philip LaGreca
- Donald Reifer
- Randi Roehrick – *withdrew her application during the meeting*

Results of the ballot vote:

Councilmember Fitzpatrick – Gayl Biondi and Philip LaGreca

Councilmember Peña – Gayl Biondi and Philip LaGreca

Councilmember Radi – Gayl Biondi and Philip LaGreca

Councilmember Sanchez – Gayl Biondi and Philip LaGreca

Mayor Evans – Gayl Biondi and Philip LaGreca

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Radi to appoint Gayl Biondi and Philip LaGreca to serve on the Community Services Commission for three-year terms expiring June 30, 2022. Motion passed unanimously.

2) PLANNING COMMISSION (OPEN: 4 SEATS, 3-YEAR TERMS)  
*2 SEATS MUST BE FILLED BY PROFESSIONAL MEMBERS WITH STRONG BACKGROUND  
IN ARCHITECTURE OR LANDSCAPE ARCHITECTURE*

The following applicants gave a brief presentation of their qualifications:

- John Carnie
- Loretta Currie
- Mike Etheridge
- Elisa Guerrero
- Dann Mallec
- Kevin McCune (*professional*)
- Stephen Thomas Nieto (*professional*)
- Gregory Semos
- Taylor Libolt Varner

Results of the ballot vote:

Councilmember Fitzpatrick – Loretta Currie, Kevin McCune, Stephen Thomas Nieto, and Dale Tyerman

Councilmember Peña – Loretta Currie, Kevin McCune, Stephen Thomas Nieto, and Taylor Libolt Van

Councilmember Radi – Loretta Currie, Elisa Guerrero, Kevin McCune, and Dale Tyerman

Councilmember Sanchez – Elisa Guerrero, Kevin McCune, Stephen Thomas Nieto, and Taylor Libolt Varner

Mayor Evans – Loretta Currie, Kevin McCune, Stephen Thomas Nieto, and Taylor Libolt Varner

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Radi to appoint Loretta Currie, Kevin McCune, Stephen Thomas Nieto, and Taylor Libolt Varner to serve on the Planning Commission for three-year terms expiring June 30, 2022, with Kevin McCune and Stephen Thomas Nieto filling the professional members requirement. Motion passed unanimously.

*COUNCIL AND AUTHORITY RECESSED FOR A BRIEF BREAK AT 6:45 P.M.*

*MAYOR EVANS RECONVENED THE CITY COUNCIL AND HOUSING AUTHORITY MEETINGS AT 6:49 P.M. WITH ALL MEMBERS PRESENT*

3) HOUSING COMMISSION (OPEN: 1 SEAT; 3-YEAR TERM)

Applicant Olga Janneth Pacheco gave a brief presentation of her qualifications.

The Authority waived the vote by ballot being that there was only one applicant.

MOTION – A motion was made and seconded by Authority Members Radi/Fitzpatrick to appoint Olga Janneth Pacheco to serve on the Housing Commission for a three-year term expiring June 30, 2022. Motion passed unanimously.

4) FINANCIAL ADVISORY COMMISSION (OPEN: 2 SEATS; 3-YEAR TERMS)

The following applicants gave a brief presentation of their qualifications:

- Thomas Calabro
- John Hoffner

The following applicants were not able to attend due to conflicting engagements; Finance Director Romero presented the applicants' qualifications:

- Javier Lopez
- Sherwyn Turbow

Results of the ballot vote:

Councilmember Fitzpatrick – Javier Lopez and John Hoffner

Councilmember Peña – Javier Lopez and John Hoffner

Councilmember Radi – Javier Lopez and John Hoffner

Councilmember Sanchez – Javier Lopez and John Hoffner

Mayor Evans – Javier Lopez and John Hoffner

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Radi to appoint Javier Lopez and John Hoffner to serve on the Financial Advisory Commission for three-year terms expiring June 30, 2022. Motion passed unanimously.

2. *City Council:* **APPROVE PERSONNEL POLICIES AND PROCEDURES**

Human Resources/Risk Manager Scott presented the staff report, which is on file in the Clerk's Office.

Council discussed the revisions needed to ensure compliance with state and federal laws; this is a living document that requires periodic reviews; and the importance of ensuring the information is easily available to the entire organization.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve City Personnel Policies and Procedures as recommended. Motion passed unanimously.

3. *City Council:* **APPROVE WRITE-OFF OF OUTSTANDING INTERFUND LOANS**



Finance Director Romero and Financial Services Analyst Hallick presented the staff report, which is on file in the Clerk's Office.

Council commended Staff for the well written, transparent, and easy to understand staff report and presentation.

Council discussed this is a non-cash transaction, simply a journal entry of debits and credits; writing off these interfund loans would result in future revenues collected in the different funds to be used for future public improvements as needed; the estimated loans repayment periods are excessively long based on revenue projections, thus rendering the loans uncollectible; the Financial Advisory Commission's recommendation to Council was to write off the loans; since origination, the loans have been disclosed in the City's Comprehensive Annual Financial Report; carrying forward the loans merely generates internal accounting work that brings no value to the community; the public assets built with these funds are in use; the write-off of the loans does not affect the City's credit rating, avoids an overstatement of fund balance, and does not affect the collection of current or future impact fees.

**MOTION** – A motion was made and seconded by Councilmembers Radi/Sanchez to approve the write-off of the following four outstanding interfund loans as recommended:

- Fire Protection Development Impact Fund
- Civic Center Development Impact Fund
- Street Facility Development Impact Fund
- SilverRock Resort Fund

Motion passed unanimously.

**4. City Council: ADOPT RESOLUTION TO APPROVE REVISIONS TO THE CITY'S PURCHASING AND CONTRACTING POLICY**  
[RESOLUTION NO. 2019-021]

Account Technician Armendariz presented the staff report, which is on file in the Clerk's Office.

Council discussed the importance of fiscal internal controls.

**MOTION** – A motion was made and seconded by Councilmembers Radi/Sanchez to adopt Resolution No. 2019 – 021 approving revisions to the City's Purchasing and Contracting Policy:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA,  
CALIFORNIA, ADOPTING A PURCHASING AND CONTRACTING  
POLICY

Motion passed unanimously.



5. *City Council:* **ADOPT RESOLUTIONS TO APPROVE FISCAL YEAR 2019/20 BUDGET AND ESTABLISH THE CITY'S APPROPRIATIONS LIMIT; ADD POSITIONS OF ASSISTANT CONSTRUCTION MANAGER, CODE COMPLIANCE OFFICER II, AND MANAGEMENT ANALYST; AMEND CLASSIFICATIONS OF BUILDINGS SUPERINTENDENT TO MANAGEMENT ANALYST, MAINTENANCE MANAGER TO MANAGEMENT ANALYST, AND MAINTENANCE WORKER I TO MAINTENANCE WORKER II; AND REMOVE SENIOR CIVIL ENGINEER AND ASSOCIATE ENGINEER POSITIONS**  
[RESOLUTION NO. 2019-022 AND 2019-023]

Finance Director Romero presented the staff report, which is on file in the Clerk's Office.

Council discussed the proposed budget includes the Facilities reorganization resulting in savings, additional funding to the Greater Coachella Valley Chamber of Commerce (GCVCC) to provide services for the State of the City, and estimated improvement costs for the Calle Tecate parking lot; Council will consider the GCVCC agreement at the July 2, 2019 meeting; and Staff has held multiple open meetings with Council and City Commissions to ensure full transparency and provide opportunities for public comments.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to adopt Resolution Nos. 2019-022 and 2019-023 approving fiscal year 2019/20 Budget, establish the City's appropriations limit, and add, amend, and remove classifications.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ESTABLISHING THE CITY'S APPROPRIATION LIMIT FOR FISCAL YEAR 2019/20 AND APPROVING A BUDGET FOR FISCAL YEAR 2019/20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADDING THE POSITIONS OF ASSISTANT CONSTRUCTION MANAGER, CODE COMPLIANCE OFFICER II, AND MANAGEMENT ANALYST; AMENDING THE CLASSIFICATIONS OF BUILDINGS SUPERINTENDENT TO MANAGEMENT ANALYST, MAINTENANCE MANAGER TO MANAGEMENT ANALYST, AND MAINTENANCE WORKER I TO MAINTENANCE WORKER II; AND REMOVING SENIOR CIVIL ENGINEER AND ASSOCIATE ENGINEER POSITIONS

Motion passed unanimously.

6. *Housing Authority:* **ADOPT RESOLUTION TO APPROVE LA QUINTA HOUSING AUTHORITY FISCAL YEAR 2019/20 BUDGET** [RESOLUTION NO. HA 2019-002]

Finance Director Romero presented the staff report, which is on file in the Clerk's Office.

MOTION – A motion was made and seconded by Authority Members Sanchez/Radi to adopt Resolution No. HA 2019-002 approving Housing Authority fiscal year 2019/20 Budget:

A RESOLUTION OF THE LA QUINTA HOUSING AUTHORITY  
APPROVING A BUDGET FOR FISCAL YEAR 2019/20

Motion passed unanimously.

7. *City Council:* **APPROVE CONTRACT SERVICES AGREEMENT WITH NAI CONSULTING, INC FOR CAPITAL IMPROVEMENT PROGRAM PROJECT MANAGEMENT AND ENGINEERING SERVICES**

Management Analyst Mignogna presented the staff report, which is on file in the Clerk's Office.

PUBLIC SPEAKER: Mr. Nick Nickerson, President of NAI Consulting, Inc – said he has a 22-year working relationship with the City, and expressed his gratitude for the opportunity to continue to provide project management services.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to approve agreement for contract services with NAI Consulting, Inc, in an amount not to exceed \$540,532, for capital improvement program project management and engineering services; and authorize the City Manager to execute the agreement. Motion passed unanimously.

8. *moved from Consent Calendar Item No. 11 by Mayor Evans >>>*  
**APPROVE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF RIVERSIDE**

Public Safety Manager Mendez presented the staff report, which is on file in the Clerk's Office.

Council discussed public safety is one of the City's main priorities; the agreement maintains the daily patrol hours at 135, and adds one more School Resource Officer funded 50% by the City; noted the cost for law enforcement services to ensure the safety of the community for fiscal year 2019/20 is \$16,346,000; Riverside County Sheriff Bianco has indicated that he has a number of plans in mind geared toward reducing costs going forward, but will take time to properly asses the needs and implement changes; the agreement terms; La Quinta's collaborative efforts with neighboring Cities for joint agreement; importance to have the agreement language be as flexible as possible going forward; and

commended the law enforcement staff for the high-level of service and care they provide to the community.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve agreement for Law Enforcement Services with the County of Riverside; and authorize the City Manager to execute the agreement. Motion passed unanimously.

## **STUDY SESSION**

### **1. PUBLIC SAFETY CAMERA SYSTEM PILOT PROGRAM AND SURVEY RESULTS**

Public Safety Analyst Moreno and Traffic Operations Analyst Gunterson presented the staff report, which is on file in the Clerk's Office.

Council discussed camera costs; an important objective from the beginning was to take our time to study, test, and conduct community outreach, and that has been accomplished; survey results show there is supermajority community support for this program, and 82% of residents feel safe in the city; anticipated cost for installing the system, starting with 25 cameras, is \$270,000 and on-going annual maintenance costs are \$10,000; Staff should explore the cost for installing the entire system at once, not in phases, and provide comparison of potential cost benefits due to economies of scale; there are a total of 52 intersections in La Quinta, to install the system all at once would double the estimated cost; importance of establishing policies to ensure checks and balances are set in place to maintain the data, and safeguard privacy and against abuse of power by staff, hacking, etc.; this is a valuable tool that can be used to aid in ensuring public safety; the maintenance contract would also include upgrades to the firmware and software of the system, eliminating the need to replace the cameras; estimated cost for installing the program in one phase, which will include all signalized intersections and some selected parks, trailheads, and City facilities, is about \$1.2 million; Staff can request a cost proposal and present actual numbers for consideration; despite the initial trepidation, the community clearly supports the program; the undergoing installation of the fiber optics infrastructure at the City's intersection can support the system at the intersections as well as at any facilities that are located in close proximity, and a radio back-bone will need to be installed to support some of the more remote areas, such as the trailheads; need to improve the City's wireless connection; law enforcement patrol vehicles are equipped with laptops allowing them to access the system; and potential grant funding the City can pursue.

PUBLIC SPEAKER: Paul Hoesteroy, La Quinta – said he has been a resident for 29 years, has watched the City grow, there is a lot to be proud of, and a lot to love; spoke about his professional background; expressed concerns about installing the system based on privacy, cost, and impact on the community; noted this system can be used for surveillance instead of public safety and the potential negative impacts, it would consume resources, and there is always the potential of a data breach; recommended additional community outreach; the system would be an addition to public safety, but it would not be a multiplier; and encouraged Council to proceed with care and caution.

PUBLIC SPEAKER: Lincoln Anderson, La Quinta – said he prepared three arguments in opposition of the camera system to present to Council, but given the late hour and because this was only a Study Session would present only one that would hold the most value to the community; the number one reason residents support the system was to increase and improve safety (questions 15 and 29 of the survey), however, cameras are ineffective in preventing crime and protecting the community, and valuable resources should not be wasted; London is one of the most prolific users of public camera systems, but crime rates have actually increased, and law enforcement officers and public officials have been accused of misusing the data; New York has also used camera systems to target minority groups; establishing a policy that states the data should not be misused does not guarantee against misuse, and that is a great concern because it provides an opportunity to use the same tool intended for justice for the exact opposite than it was initially instituted for; it could be used to harm the public instead of protect it, and thereby defeating the purpose for its existence; and urged the Council not to proceed with the system.

Mayor Evans said written comments in opposition of this item were received by three La Quinta residents expressing concern over cost, potential use of Measure G funds, privacy implications, and ensuring the safety of the residents is at heart; the comments will be made part of the record.

Council discussed when initially this project was introduced cost and privacy were a main focus; one reason for exploring the camera system was to provide law enforcement with an additional tool to resolve crime and not to invade privacy, and perhaps be able to mitigate the continuous annual cost increases for public safety services; the survey shows a 65% community support; community outreach efforts must continue to raise awareness of the survey results; determine costs and where and how this would roll out; additional information is needed to determine if this would become the way of the future; and privacy is a big concern.

Council thanked the residents who provided public comments and extended an invitation for further discussion.

Council discussed the comments received from Sheriff Bianco were that a camera system would be a tremendous support to law enforcement because it is a valuable tool as a deterrent during an event; staff will have actual costs before a decision, whether to proceed or not is made; public safety costs are increasing at very rapid rates, and there is a potential that the Riverside County Sheriff's Department may push for full-cost recovery, which would significantly increase the City's cost; other ways agencies are exploring to reduce risk and cost of public safety services; there is a great sensitivity to privacy concerns and surveillance; and explore ways to better communicate that cameras do not deter crime, but help solve it, and what are the benefits.

## **PUBLIC HEARINGS**

### **1. ADOPT RESOLUTION TO CONFIRM THE ASSESSMENT AND DISTRICT DIAGRAM FOR THE 2019/20 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1 [RESOLUTION NO. 2019-024]**

Assistant to the City Manager Villalpando presented the staff report, which is on file in the Clerk's Office.

Council discussed the increase of number of local benefit units for fiscal year 2019/20 per the final engineer's report.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 9:14 P.M.

PUBLIC SPEAKER: None

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 9:14 P.M.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to adopt Resolution No. 2019 – 024 to confirm the assessment and district diagram for the Landscape and Lighting Assessment District 89-1 for 2019/20, pursuant to the Engineer's estimate:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR FISCAL YEAR 2019/2020 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1, PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

Motion passed unanimously.

## **DEPARTMENTAL REPORTS**

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

## **2. CITY ATTORNEY – DISTRICT ATTORNEY’S OFFICE – COMMUNITY ACTION TEAMS**

City Attorney Ihrke presented the staff report, which is in file in the Clerk’s Office.

Council reached a consensus and requested that Mr. Garrett Behrens, Riverside County District Attorney’s Office liaison for Community Action Teams program, who is also a La Quinta, resident be invited to introduce himself during a Council meeting.

### **4-A. COMMUNITY RESOURCES – ART IN PUBLIC PLACES REFRESH**

Council waived presentation of the departmental report.

Council reached a consensus and directed Staff to bring forth this item for Council consideration as a Study Session to receive direction on how to maintain the program going forward, and evaluate the work plan with regards to inventory, rotation, ownership, etc.

### **4-B. COMMUNITY RESOURCES – FIRE SERVICES REVIEW**

Council waived presentation of the departmental report.

Council reached a consensus and directed Staff to initiate a request for proposals to conduct a study of fire services, similar to the Matrix Police Services study, to provide better knowledge and clarity on service level needs and related costs.

### **4-C. COMMUNITY RESOURCES – REGIONAL POLICE SERVICES STUDY**

Council waived presentation of the departmental report.

Council reached a consensus and appointed Mayor Evans and Councilmember Peña to be La Quinta’s representatives at the Cove Community Services Commission meeting on June 26, 2019 at 11:00 a.m. at the Indian Wells Golf Resort.

## **5-A. DESIGN AND DEVELOPMENT – CALLE TAMPICO / PARK AVENUE INTERSECTION OPTIONS**

Council waived presentation of the departmental report.

PUBLIC SPEAKER: Robert Kroll, La Quinta – said he has been a La Quinta resident for 17 years and a quiet observer of the City’s operations, initiatives, and projects; commended Council and Staff for listening to the community, and providing responses or seeking resolutions to issues being brought up; spoke

about the issues the Citrus community is encountering with this “L” shaped intersection and expressed his support to install Option B – Concrete K Railing or Option C – Guard Rail as presented in the departmental report to prevent vehicles from crashing into the wall.

Council noted the departmental report was merely an update and Council will not be making a decision on this item tonight, but it will be scheduled for consideration at a future meeting; discussed exploring partnering with the Citrus HOA on this effort; and land ownership of the area around the intersection.

### **COUNCIL AND AUTHORITY MEMBERS’ ITEMS**

Mayor Evans said the La Quinta Arts Foundation (LQAF) has announced that the 2020 La Quinta Arts Festival has been cancelled. Council discussed the importance to show strong commitment to the legacy of the Art Festival which took a lot of effort and volunteers, and many years to develop; this is an opportunity to create something new going forward; this decision was made by the LQAF and not the City; and the City gave the LQAF an opportunity to participate in the design of the SilverRock Event site, but they did not elect to do so.

Council reached a consensus and directed Staff to schedule a Community Workshop to discuss and seek public input and comments on holding art festivals going forward; establish an artist repository allowing the City to communicate with interested artists on programs and events; and publish an article in The Gem to inform the community what the City’s plans are.

Mayor Evans said Council attended the La Quinta High School graduation ceremony on June 4, 2019.

### **REPORTS AND INFORMATIONAL ITEMS**

La Quinta’s representative for 2019, Councilmember Fitzpatrick reported on her participation in the following organization’s meeting:

- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)**

La Quinta’s representative for 2019, Councilmember Peña reported on his participation in the following organizations’ meetings:

- **CVAG PUBLIC SAFETY COMMITTEE**
- **LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE**

La Quinta’s representative for 2019, Councilmember Radi reported on his participation in the following organization’s meeting:

- **CVAG TRANSPORTATION COMMITTEE**



## **ADJOURNMENT – HOUSING AUTHORITY**

There being no further business, a motion was made and seconded by Authority Members Fitzpatrick/Peña to adjourn the Housing Authority meeting at 9:38 p.m. Motion passed unanimously.

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 9:39 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 10:58 P.M. WITH ALL MEMBERS PRESENT*

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

City Attorney Ihrke reported the following pursuant to Government Code Section 54957.1 (Brown Act):

- Closed Session Item No. 2 – there were no actions taken that require reporting; and
- Closed Session Item No. 3 – was continued until the July 2, 2019 Council meeting; and
- Closed Session Item No. 4 – there were no actions taken that require reporting.

## **ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Peña/Fitzpatrick to adjourn at 10:59 p.m. Motion passed unanimously.

Respectfully submitted,



MONIKA RADEVA, City Clerk  
City of La Quinta, California



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR SENIOR AND JUNIOR ACCOUNTANTS TO ATTEND THE CALPERS EDUCATIONAL FORUM IN OAKLAND, CALIFORNIA, OCTOBER 27-30, 2019

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### **RECOMMENDATION**

Authorize overnight travel for the Senior and Junior Accountants to attend the CalPERS Educational Forum in Oakland, California, October 27-30, 2019.

### **EXECUTIVE SUMMARY**

- CalPERS provides retirement, disability and health benefits for the City and sponsors training programs taught by CalPERS experts.
- Payroll and all CalPERS reporting requirements are processed by Finance.
- The Senior and Junior Accountants seek additional knowledge in the administration of CalPERS benefits and reporting requirements.

### **FISCAL IMPACT**

Estimated expenses are \$3,000, which includes travel, lodging, and meals. The funds are available in the 2019/20 Travel and Training budget (101-1006-60320).

### **BACKGROUND/ANALYSIS**

The City provides retirement, disability and health benefits through CalPERS. The annual forum is dedicated to assisting members with the administration of CalPERS-related responsibilities. In addition, CalPERS Board Members, Directors, and Chief Actuaries attend and participate as keynote speakers, as session instructors, and in one-on-one discussions.

The CalPERS Educational Forum provides training in reporting and documentation of employee membership, payroll, and service credits;

actuarial reporting for unfunded pension obligations; basic and complex scenarios involving separation from service, moving between reciprocal retirement systems, and enrollment of members; working after retirement; reducing agency liabilities; and common audit issues for public agencies.

The City processes payroll for all employees, commissioners, and Council members internally. The Senior Accountant is responsible for verifying payroll, which is processed by the Junior Accountant. Together they are responsible for ensuring accurate reporting of retirement and health benefits to CalPERS, annual California Transparency reporting to the State, processing all quarterly and annual payroll reports to the State and Internal Revenue Service, and ensuring all taxes are paid to the appropriate entities with each payroll period.

### **ALTERNATIVES**

The Council may elect not to authorize this request.

Prepared by: Karla Romero, Finance Director  
Approved by: Jon McMillen, City Manager

# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR DEPUTY CITY CLERK AND MANAGEMENT ASSISTANT TO ATTEND CITY CLERKS' ASSOCIATION OF CALIFORNIA TECHNICAL TRAINING FOR CLERKS SERIES 200 IN RIVERSIDE, CALIFORNIA, SEPTEMBER 10-13, 2019

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### RECOMMENDATION

Authorize overnight travel for the Deputy City Clerk and the Management Assistant to attend the City Clerks Association of California Technical Training for Clerks Series 200 in Riverside, California, September 10-13, 2019.

### EXECUTIVE SUMMARY

- The Deputy City Clerk and the Management Assistant seek additional knowledge of the Clerk profession and the laws and ethics that govern it.
- Technical Training for Clerks (TTC), Series 200, is a four-day intensive program designed to focus on technical skills, enhancing professional interpersonal abilities, and networking opportunities with other professionals.

### FISCAL IMPACT

Estimated expenses are \$3,950, which includes registration, travel, lodging, and meals. The funds are available in the 2019/20 Travel and Training budget (101-1005-60330).

### BACKGROUND/ANALYSIS

The City Clerks Association of California (CCAC) was founded in 1977 with the objective of promoting the Clerk profession throughout the state. It provides mentoring programs, professional development, leadership and management training opportunities, and promotes effective legislation, and uniform and improved standards to effectively administer Clerk duties.

This training is the second of four required courses in obtaining the *Certified Municipal Clerk* certification and will offer Staff a wide range of technical clerk knowledge in key areas such as election law and procedures, local government finance, codification, team/group decision making, communication skills, organizational values and ethics.

### ALTERNATIVES

Council may elect not to authorize this request.

Prepared by: Tania Flores, Management Assistant  
Approved by: Monika Radeva, City Clerk

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR DESIGN AND DEVELOPMENT DIRECTOR, PLANNING MANAGER, AND SENIOR PLANNER TO ATTEND AMERICAN PLANNING ASSOCIATION CALIFORNIA CHAPTER'S ANNUAL CONFERENCE IN SANTA BARBARA, CALIFORNIA, SEPTEMBER 15-18, 2019

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### RECOMMENDATION

Authorize overnight travel for the Design and Development Director, Planning Manager, and Senior Planner to attend the American Planning Association California Chapter's Annual Conference in Santa Barbara, California, September 15-18, 2019.

### EXECUTIVE SUMMARY

- The American Planning Association (APA) California Chapter is a network of planners, citizens, and elected officials committed to urban, suburban, regional, and rural planning in the State of California.
- The APA Conference attendees will participate in educational sessions, discussion forums and networking.

### FISCAL IMPACT

Estimated expenses are \$1,970 per attendee; this cost includes conference registration, hotel, parking, travel, and meals for four days. Funds are included in the Design and Development 2019/20 Travel and Training budget (101-6001-60320 and 101-6002-60320).

### BACKGROUND/ANALYSIS

The APA Conference provides networking and educational opportunities for its members. Planning professionals from throughout California and the United States attend this annual conference. The conference includes keynote speakers, concurrent tracks of programs/seminars, and practical "nuts and bolts" planning sessions.

### ALTERNATIVES

Council may elect not to authorize this request or reduce the number of attendees.

Prepared by: Wanda Wise-Latta, Executive Assistant

Approved by: Danny Castro, Design and Development Director

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS DATED JUNE 14 AND 21, 2019

## RECOMMENDATION

Approve demand registers dated June 14 and 21, 2019.

**EXECUTIVE SUMMARY** – None

## FISCAL IMPACT

Demand of Cash:

City	\$	2,328,740.23
Successor Agency of RDA	\$	-
Housing Authority	\$	6,145.11
	\$	<u>2,334,885.34</u>

## BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for June 14 and 21, 2019.

Warrants Issued:

122766-122838	\$	1,526,668.02
122839-122910	\$	478,847.66
Wire Transfers	\$	48,030.90
Payroll Tax Transfers	\$	43,978.83
Payroll Direct Deposit	\$	237,009.93
	\$	<u>2,334,535.34</u>

The most significant expenditures on the demand register are:

<b>Vendor</b>	<b>Account Name</b>	<b>Amount</b>	<b>Purpose</b>
Riverside County Sheriff Dept	Various	\$ 1,400,130.97	July 2018-Mar 2019 Adj April Police Services
SilverRock Development Co	Various	\$ 95,530.00	Feb - Apr Construction Repair & Maintenance
County of Riverside	Professional Services	\$ 46,640.14	2018 Elections
NAI Consulting Inc	Various	\$ 43,944.51	May Contract Services
Conserve Landcare	Landscape Contract	\$ 42,921.00	June Landscape Services

**Wire Transfers:** Four transfers totaled \$48,031. Of this amount, \$41,647 was for CalPERS. (See Attachment 2 for a full listing).

**Investment Transactions:** Full details of investment transactions as well as total holdings are reported quarterly in the Treasurer’s Report.

<b>Transaction</b>	<b>Issuer</b>	<b>Type</b>	<b>Par Value</b>	<b>Settlement Date</b>	<b>Coupon Rate</b>
Purchase	Evansville Teachers CU	CD	\$ 248,000	6/12/19	2.600%
Purchase	Legacy Bank	CD	\$ 248,000	6/19/19	2.400%
Maturity	Federal Farm Credit Bank Agency		\$ 500,000	6/20/19	1.210%
Purchase	Citizens State Bank	CD	\$ 248,000	6/21/19	2.400%

**ALTERNATIVES**

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

Prepared by: Bernice Choo, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

- Attachments: 1. Demand Registers  
2. Wire Transfers



**Demand Register**

Packet: APPKT02014 - BC 06/14/19



City of La Quinta

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
RIVERSIDE DEPARTMENT OF C...	0001933	GARNISHMENT	Garnishments Payable	101-0000-20985	200.00
CALPERS LONG-TERM CARE P...	0001935	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
UNITED WAY OF THE DESERT	0001936	CONTRIBUTION	United Way Deductions	101-0000-20981	92.00
RIVERSIDE COUNTY SHERIFF'S ...	0001937	GARNISHMENT	Garnishments Payable	101-0000-20985	162.00
RIVERSIDE COUNTY SHERIFF'S ...	0001938	GARNISHMENT	Garnishments Payable	101-0000-20985	682.85
CALIFORNIA BUILDING STAND...	061019	07/01-12/31/18 & 01/01-03/31/19 BSAS F...	BSAS SB 1473 Fees	101-0000-20306	3,000.00
CALIFORNIA BUILDING STAND...	061019	07/01-12/31/18 & 01/01-03/31/19 BSAS F...	CBSC Administrative Fees	101-0000-42615	-300.00
CASTRO, DANNY	061119	04/13-04/16/19 - TRAVEL REIMB APA CA ...	Travel & Training	101-6001-60320	112.84
PALM SPRINGS CULTURAL CEN...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	1,000.00
AMERICAN RED CROSS	061219	06/04/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	5,000.00
ABOUT FAMILIES INC	061219	06/14/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	2,750.00
GALILEE CENTER	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	1,000.00
AMERICAN YOUTH SOCCER O...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	5,000.00
CHUCK JONES CENTER FOR CR...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	500.00
TRANSGENDER COMMUNITY ...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	2,250.00
USC NORRIS COMPREHENSIVE...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	500.00
COACHELLA VALLEY HORSE RE...	061219	06/12/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	2,500.00
CLAYTON JR., DUANE	061219	06/12/19 - REIMB INT'L CODE COUNCIL T...	Travel & Training	101-6003-60320	115.00
BLONDELL, KRISTENA	061319	05/19-05/23 - TRAVEL REIMB GFOA 2019	Travel & Training	101-1006-60320	343.21
LA QUINTA HIGH SCHOOL BLA...	061319	06/13/19 - COMMUNITY SVCS GRANT FU...	Grants & Economic Developm...	101-3001-60510	5,000.00
GARDAWORLD	10490984	06/2019 - ARMORED SERVICES	Professional Services	101-1006-60103	124.70
COUCH, CLAUDIA	112710	06/03/19 - TAEKWONDO REFUND	Leisure Enrichment	101-0000-42200	37.50
NV5	124980	03/31-04/27/19 FY 18-19 ON-CALL ALL A...	Land Acquisition	101-1007-74010	3,845.00
JET GRAPHICS INC	128545-C	05/22/19 - WINDOW ENV STVRP SALES T...	Sales Taxes Payable	101-0000-20304	-26.51
JET GRAPHICS INC	128545-C	05/22/19 - WINDOW ENVELOPES STVRP	Office Supplies	101-6001-60400	363.05
AMERIPRIDE SERVICES INC	1402123014	05/23-06/06/19 - WC JANITORIAL SUPPLIES	Operating Supplies	101-3002-60420	192.85
HERMANN DESIGN GROUP INC	19051302	05/13/19 DESIGN FOR HWY 111 AUTO DE...	Consultants	101-6001-60104	6,223.75
XPRESS GRAPHICS	19-31718	05/30/19 - ADOPTED BUDGET COVERS FY ...	Printing	101-1006-60410	38.05
MATRIX CONSULTING GROUP	1B	05/27/19 POLICE SERVICES STUDY & REGI...	Special Enforcement Funds	101-2001-60175	21,649.00
2XL CORPORATION	252053	05/30/19 - WC GYM WIPES SALES TAX	Sales Taxes Payable	101-0000-20304	-26.53
2XL CORPORATION	252053	05/30/19 - WC GYM WIPES	Operating Supplies	101-3002-60420	438.72
2XL CORPORATION	252427	06/06/19 - WC GYM WIPES DISP SALES TAX	Sales Taxes Payable	101-0000-20304	-3.02
2XL CORPORATION	252427	06/06/19 - WC GYM WIPES DISPENSER	Operating Supplies	101-3002-60420	48.43
VIEVU	33216	05/31/19 - CAMERA DOCKING STATIONS	Supplies - Field	101-6004-60425	1,330.92
STAPLES ADVANTAGE	3414127515	05/17/19 - CITY WIDE SUPPLIES COFFEE	Citywide Conf Room Supplies	101-1007-60403	73.60
STAPLES ADVANTAGE	3414488722	05/22/19 - INK & PAPER T920 PLOTTER	Citywide Conf Room Supplies	101-1007-60403	175.64
STAPLES ADVANTAGE	3414488722	05/22/19 - PAPER IPF750 PLOTTER	Office Supplies	101-6001-60400	76.44
STAPLES ADVANTAGE	3415068515	05/30/19 - INK FOR D&D PLOTTER	Office Supplies	101-6001-60400	187.03
STAPLES ADVANTAGE	3415068516	05/30/19 - INK FOR D&D PLOTTER	Office Supplies	101-6001-60400	92.86
STAPLES ADVANTAGE	3415068517	05/30/19 - CITY WIDE SUPPLIES COFFEE	Citywide Conf Room Supplies	101-1007-60403	106.55
STAPLES ADVANTAGE	3415388533	05/31/19 - OFFICE SUPPLIES	Office Supplies	101-1004-60400	88.04
ROBERT HALF TECHNOLOGY	53579780	05/31/19 - HUB TEMP SVCS M GONZALEZ	Temporary Agency Services	101-6006-60125	930.81
OFFICE TEAM	53584236	05/31/19 - CODE TEMP SVCS C HARGENS	Temporary Agency Services	101-6004-60125	762.24
OFFICE TEAM	53594458	05/31/19 - HR TEMP SVCS A LISTON	Temporary Agency Services	101-1004-60125	706.03
DAIGLE, RICHARD	5694	06/05/19 - CERTIFICATION RENEWAL	Membership Dues	101-7003-60351	25.00
PLUG & PAY TECHNOLOGIES I...	716800	05/2019 - WC CREDIT CARD FEES	Credit Card Fees	101-3003-60122	20.00
PLUG & PAY TECHNOLOGIES I...	716801	05/2019 - HUB CREDIT CARD FEES	Administration	101-6001-60102	20.00
AMERICAN FORENSIC NURSES ...	72166	05/15/19 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	55.00
EISENHOWER OCCUPATIONAL...	78681	06/04/19 - HEPATITIS B VACCINE PHYS	Consultants	101-1004-60104	210.00
EISENHOWER OCCUPATIONAL...	78681	PHYSICAL	Recruiting/Pre-Employment	101-1004-60129	95.00
PRAXAIR INC	89193198	04/30/19 - MIG WELDER	Tools/Equipment	101-7003-60432	850.43
BEST SIGNS INC	91217	05/30/19 - SIGNS REPAIR ACCIDENT IKE/S...	Signs	101-7003-60429	4,179.50
HENSON CONSULTING GROUP	956	05/2019 CONSULTING SVCS FOR EMP LDR...	Professional Services	101-1004-60103	1,181.25

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
COACHELLA VALLEY WATER DI...	CSW211	06/05/19 - WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	924.53
RIVERSIDE COUNTY FLOOD C...	FC0000017403	05/29/19 - WHITEWATER NPDES COST SH...	Professional Services	101-7002-60103	23,041.06
HUMANITY	INV00028741	FY 19/20 USER ACCESS (18) 101-3003-604...	Prepaid Expense	101-0000-13600	528.00
SUNLINE TRANSIT AGENCY	INV03364	05/2019 - SUNLINE BUS PASSES	Due to SunLine	101-0000-20305	1,918.00
SUNLINE TRANSIT AGENCY	INV03364	05/2019 - SUNLINE BUS PASSES	Miscellaneous Revenue	101-0000-42301	-160.75
RIVERSIDE COUNTY INFORMAT..	IT0000002889	04/2019 - RADIO MAINT	Operating Supplies	101-2001-60420	787.96
FRONTIER COMMUNICATIONS...	JUN'197713100	05/28-06/27/19 - SPORTS COMPLEX	Telephone - Utilities	101-3005-61300	36.36
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAT'L VANDALISM REPA..	Supplies-Graffiti and Vandalism	101-3005-60423	48.86
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - EISENHOWER PK VAND...	Supplies-Graffiti and Vandalism	101-3005-60423	111.68
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - CITY HALL	Materials/Supplies	101-3008-60431	40.40
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MATERIALS	Materials/Supplies	101-3008-60431	84.59
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - TOOLS	Tools/Equipment	101-3008-60432	59.61
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - HARDWARE	Operating Supplies	101-7003-60420	20.53
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - DUST MASKS	Operating Supplies	101-7003-60420	21.48
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAINT BAGS	Operating Supplies	101-7003-60420	53.68
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - SUNSCREEN	Operating Supplies	101-7003-60420	4.62
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - GLOVES	Operating Supplies	101-7003-60420	15.49
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - TOOLS	Tools/Equipment	101-7003-60432	63.01
INNOVATION & DESIGN IN AR...	R49628	05/29/19 - LIC-767939 REFUND OVERPYM...	Cash Over/Short	101-0000-42300	3.00
MGR CONCRETE, INC.	R49701	05/31/19 - LIC-0111576 REFUND OVERPY...	Cash Over/Short	101-0000-42300	50.00
ESPINOZA, DAVID C.	R49710	05/31/19 - LIC-0104654 REFUND OVERPY...	Cash Over/Short	101-0000-42300	30.00
MSA SYSTEMS INC	SGM13972	06/05/19 - TICKET WRITER PAPER	Special Enforcement Funds	101-2001-60175	278.40
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Sheriff Patrol	101-2001-60161	144,041.96
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Police Overtime	101-2001-60162	801.67
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Target Team	101-2001-60163	30,847.57
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Community Services Officer	101-2001-60164	8,941.68
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Special Enforcement/Humana	101-2001-60165	200.53
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Gang Task Force	101-2001-60166	3,649.80
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Narcotics Task Force	101-2001-60167	3,649.80
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Motor Officer	101-2001-60169	19,821.40
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Dedicated Sergeants	101-2001-60170	9,966.13
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Dedicated Lieutenant	101-2001-60171	5,484.75
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Sheriff - Mileage	101-2001-60172	22,362.30
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	Special Enforcement Funds	101-2001-60175	455.91
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Sheriff Patrol	101-2001-60161	672,242.22
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Police Overtime	101-2001-60162	21,729.57
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Target Team	101-2001-60163	156,020.16
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Community Services Officer	101-2001-60164	60,123.42
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Gang Task Force	101-2001-60166	13,622.40
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Narcotics Task Force	101-2001-60167	13,622.40
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Motor Officer	101-2001-60169	112,340.80
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Dedicated Sergeants	101-2001-60170	37,207.80
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	21,363.20
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	34,991.85
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	4,272.96
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,499,896.07</b>
<b>Fund: 201 - GAS TAX FUND</b>					
TOPS'N BARRICADES INC	1075275	05/28/19 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	71.94
CALIFORNIA COMMERCIAL AS...	2010252	05/21/19 - ASPHALT	Asphalt	201-7003-60430	243.52
SUMMIT SAFETY LLC	233862A	05/23/19 - SAFETY GEAR	Safety Gear	201-7003-60427	148.86
SUMMIT SAFETY LLC	233862B	05/31/19 - SAFETY VESTS	Safety Gear	201-7003-60427	325.33
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - SPRAY PAINT	Materials/Supplies	201-7003-60431	31.92
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAINT OBELISK	Materials/Supplies	201-7003-60431	32.02
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAINT OPERATIONS	Materials/Supplies	201-7003-60431	25.83
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>879.42</b>
<b>Fund: 212 - SLESA (COPS) FUND</b>					
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	COPS Robbery Prevention	212-0000-60178	23.99
RIVERSIDE COUNTY SHERIFF D...	SH0000035222	07/01/18-03/27/19 - ADJ BP1-BP10 POLIC...	COPS Burglary/Theft Preventi...	212-0000-60179	138.05

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
RIVERSIDE COUNTY SHERIFF D...	SH0000035290	03/28-04/24/19 - BP11 POLICE SERVICE	COPS Robbery Prevention	212-0000-60178	2,208.65
<b>Fund 212 - SLESA (COPS) FUND Total:</b>					<b>2,370.69</b>
<b>Fund: 215 - LIGHTING &amp; LANDSCAPING FUND</b>					
WILLDAN FINANCIAL SERVICES	10-40886	04/19-06/19 STLIGHTING & LAND DIST 89...	Administration	215-7004-60102	4,100.15
MOWERS PLUS INC	189663	06/06/19 - CHAINS & BAR OIL	Tools/Equipment	215-7004-60432	154.54
AUTOZONE	5560019686	05/30/19 - BATTERY CLEANER	Materials/Supplies	215-7004-60431	1.62
PRAXAIR INC	89788336	05/31/19 - ACETYLENE	Materials/Supplies	215-7004-60431	29.35
BEST SIGNS INC	91216	05/30/19 - SIGN LETTERING REPAIR	Maintenance/Services	215-7004-60691	990.00
ATCO MANUFACTURING COM...	I0530619	05/24/19 - MATERIAL	Materials/Supplies	215-7004-60431	147.08
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	48.62
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/25-05/22/19 - MAT'L OCOTILLO SIGN	Materials/Supplies	215-7004-60431	154.85
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAT'L OCOTILLO SIGN	Materials/Supplies	215-7004-60431	32.48
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MATERIALS	Materials/Supplies	215-7004-60431	51.49
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAT'L OCOTILLO SIGN ...	Materials/Supplies	215-7004-60431	-66.99
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAT'L OCOTILLO SIGN	Materials/Supplies	215-7004-60431	15.49
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - OCOTILLO SIGN REPAIR	Materials/Supplies	215-7004-60431	39.35
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - MAT'L OCOTILLO SIGN	Materials/Supplies	215-7004-60431	14.22
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - OCOTILLO SIGN	Materials/Supplies	215-7004-60431	40.87
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - SHOP WORKHORSE	Tools/Equipment	215-7004-60432	51.61
IMPERIAL IRRIGATION DIST	PW211	06/05/19 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	25.83
COACHELLA VALLEY WATER DI...	PWW191	06/05/19 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	87.32
VINTAGE ASSOCIATES	REG001-11834	05/29/19 - PLANTS REPLACEMENT	Operating Supplies	215-7004-60420	126.07
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>6,043.95</b>
<b>Fund: 270 - ART IN PUBLIC PLACES FUND</b>					
LEBASSE PROJECTS INTERNATI...	LQ2248	05/2019 ART CONSULTANT SERVICES	APP Maintenance	270-0000-60683	700.00
<b>Fund 270 - ART IN PUBLIC PLACES FUND Total:</b>					<b>700.00</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
ANDERSON COMMUNICATION...	16793	05/01/19 - HAND HELD RADIOS	Construction	401-0000-60188	324.00
LOWE'S HOME IMPROVEMENT..	MAY'19980015809...	04/23-05/22/19 - COTTER PINS FOR ISNS	Construction	401-0000-60188	5.32
WALTERS WHOLESALE ELECTR...	S113210313.001	05/29/19 - WIRE & TAPE	Construction	401-0000-60188	173.15
WALTERS WHOLESALE ELECTR...	S113214948.001	05/29/19 - ELECTRICAL SUPPLIES	Construction	401-0000-60188	50.06
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>552.53</b>
<b>Fund: 501 - FACILITY &amp; FLEET REPLACEMENT</b>					
TOWER ENERGY GROUP	1315	05/16-05/31/19 - VEHICLE FUEL	Fuel & Oil	501-0000-60674	2,399.12
BATTERY SYSTEMS	4949320	05/30/19 - BATTERIES REPLACEMENT	Vehicle Repair & Maintenance	501-0000-60676	470.84
FUELMAN	NP56252716	05/2019 - FUEL CHARGES	Fuel & Oil	501-0000-60674	1,447.08
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>4,317.04</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
INNOVATIVE DOCUMENT SOL...	207328	05/22/19 PRINTER PARTS	Copiers	502-0000-60662	150.00
TIME WARNER CABLE	504080010219	01/12-02/11/19 - CITY YARD CABLE (4080)	Cable - Utilities	502-0000-61400	68.77
TIME WARNER CABLE	504601052419	05/24-06/23/19 - WC CABLE (4601)	Cable - Utilities	502-0000-61400	244.22
SHI INTERNATIONAL CORP.	B10063449	06/03/19 - SURFACE DOCK & ITEMS	Comm. Resources, Software E...	502-0000-71043	441.47
SHI INTERNATIONAL CORP.	B10066177	06/04/19 - SURFACE PRO	Computers	502-0000-80103	1,791.82
FRONTIER COMMUNICATIONS...	JUN'191693171	05/25-06/24/19 - CITY HALL INTERNET	Cable - Utilities	502-0000-61400	85.98
FRONTIER COMMUNICATIONS...	JUN'193604861	05/27-06/26-19 - BLACKHAWK/LQ PARK D...	Cable - Utilities	502-0000-61400	50.98
FRONTIER COMMUNICATIONS...	JUN'197712842	05/26-6-25/19 - CITY HALL DSL	Cable - Utilities	502-0000-61400	55.98
DESERT C.A.M INC	PR635-0619	06/04/19 - COUNCIL MTG VIDEO	Consultants	502-0000-60104	120.00
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>3,009.22</b>
<b>Fund: 504 - INSURANCE FUND</b>					
PUBLIC AGENCY RISK MANAG...	96800	FY 19/20 ANNUAL MEMBERSHIP 504-1010...	Prepaid Expense	504-0000-13600	150.00
<b>Fund 504 - INSURANCE FUND Total:</b>					<b>150.00</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
GARDAWORLD	10489828	06/2019 - SRR ARMORED SERVICES	Bank Fees	601-0000-60455	648.65
JF MANUFACTURING, INC.	44736	05/30/19 - SRR TRASH CANS (12)	Repair & Maintenance	601-0000-60660	4,582.60
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>5,231.25</b>
<b>Grand Total:</b>					<b>1,523,150.17</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,499,896.07
201 - GAS TAX FUND	879.42
212 - SLESA (COPS) FUND	2,370.69
215 - LIGHTING & LANDSCAPING FUND	6,043.95
270 - ART IN PUBLIC PLACES FUND	700.00
401 - CAPITAL IMPROVEMENT PROGRAMS	552.53
501 - FACILITY & FLEET REPLACEMENT	4,317.04
502 - INFORMATION TECHNOLOGY	3,009.22
504 - INSURANCE FUND	150.00
601 - SILVERROCK RESORT	5,231.25
<b>Grand Total:</b>	<b>1,523,150.17</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	528.00
101-0000-20304	Sales Taxes Payable	-56.06
101-0000-20305	Due to SunLine	1,918.00
101-0000-20306	BSAS SB 1473 Fees	3,000.00
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	92.00
101-0000-20985	Garnishments Payable	1,044.85
101-0000-42200	Leisure Enrichment	37.50
101-0000-42300	Cash Over/Short	83.00
101-0000-42301	Miscellaneous Revenue	-160.75
101-0000-42615	CBSC Administrative Fees	-300.00
101-1004-60103	Professional Services	1,181.25
101-1004-60104	Consultants	210.00
101-1004-60125	Temporary Agency Servic...	706.03
101-1004-60129	Recruiting/Pre-Employe...	95.00
101-1004-60400	Office Supplies	88.04
101-1006-60103	Professional Services	124.70
101-1006-60320	Travel & Training	343.21
101-1006-60410	Printing	38.05
101-1007-60403	Citywide Conf Room Suppl..	355.79
101-1007-74010	Land Acquisition	3,845.00
101-2001-60161	Sheriff Patrol	816,284.18
101-2001-60162	Police Overtime	22,531.24
101-2001-60163	Target Team	186,867.73
101-2001-60164	Community Services Offic...	69,065.10
101-2001-60165	Special Enforcement/Hu...	200.53
101-2001-60166	Gang Task Force	17,272.20
101-2001-60167	Narcotics Task Force	17,272.20
101-2001-60169	Motor Officer	132,162.20
101-2001-60170	Dedicated Sargeants	47,173.93
101-2001-60171	Dedicated Lieutenant	26,847.95
101-2001-60172	Sheriff - Mileage	57,354.15
101-2001-60174	Blood/Alcohol Testing	55.00
101-2001-60175	Special Enforcement Funds	26,656.27
101-2001-60420	Operating Supplies	787.96
101-3001-60510	Grants & Economic Devel...	25,500.00
101-3002-60420	Operating Supplies	680.00
101-3003-60122	Credit Card Fees	20.00
101-3005-60423	Supplies-Graffiti and Van...	160.54
101-3005-61207	Water -Pioneer Park - Utili...	924.53
101-3005-61300	Telephone - Utilities	36.36
101-3008-60431	Materials/Supplies	124.99
101-3008-60432	Tools/Equipment	59.61
101-6001-60102	Administration	20.00
101-6001-60104	Consultants	6,223.75

**Account Summary**

Account Number	Account Name	Expense Amount
101-6001-60320	Travel & Training	112.84
101-6001-60400	Office Supplies	719.38
101-6003-60320	Travel & Training	115.00
101-6004-60125	Temporary Agency Servic...	762.24
101-6004-60425	Supplies - Field	1,330.92
101-6006-60125	Temporary Agency Servic...	930.81
101-7002-60103	Professional Services	23,041.06
101-7003-60351	Membership Dues	25.00
101-7003-60420	Operating Supplies	115.80
101-7003-60429	Signs	4,179.50
101-7003-60432	Tools/Equipment	913.44
201-7003-60427	Safety Gear	474.19
201-7003-60429	Traffic Control Signs	71.94
201-7003-60430	Asphalt	243.52
201-7003-60431	Materials/Supplies	89.77
212-0000-60178	COPS Robbery Prevention	2,232.64
212-0000-60179	COPS Burglary/Theft Prev...	138.05
215-7004-60102	Administration	4,100.15
215-7004-60420	Operating Supplies	126.07
215-7004-60423	Supplies-Graffiti and Van...	48.62
215-7004-60431	Materials/Supplies	459.81
215-7004-60432	Tools/Equipment	206.15
215-7004-60691	Maintenance/Services	990.00
215-7004-61117	Electric - Medians - Utiliti...	25.83
215-7004-61211	Water - Medians - Utilities	87.32
270-0000-60683	APP Maintenance	700.00
401-0000-60188	Construction	552.53
501-0000-60674	Fuel & Oil	3,846.20
501-0000-60676	Vehicle Repair & Mainte...	470.84
502-0000-60104	Consultants	120.00
502-0000-60662	Copiers	150.00
502-0000-61400	Cable - Utilities	505.93
502-0000-71043	Comm. Resources, Softwa...	441.47
502-0000-80103	Computers	1,791.82
504-0000-13600	Prepaid Expense	150.00
601-0000-60455	Bank Fees	648.65
601-0000-60660	Repair & Maintenance	4,582.60
	<b>Grand Total:</b>	<b>1,523,150.17</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	1,477,907.58	
1819TMICT	552.53	
CSA152E	23,041.06	
MATRIXE	21,649.00	
	<b>Grand Total:</b>	<b>1,523,150.17</b>



City of La Quinta

# Demand Register

Packet: APPKT02017 - BC 06/14/19

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
BELTRAN CONSTRUCTION	061319	05/31/19 COUNTER TOPS DEPOSIT	Building Improvements	101-2002-72110	3,517.85
			<b>Fund 101 - GENERAL FUND Total:</b>		<b>3,517.85</b>
			<b>Grand Total:</b>		<b>3,517.85</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	3,517.85
<b>Grand Total:</b>	<b>3,517.85</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-2002-72110	Building Improvements	3,517.85
<b>Grand Total:</b>		<b>3,517.85</b>

**Project Account Summary**

Project Account Key	Expense Amount
201835E	3,517.85
<b>Grand Total:</b>	<b>3,517.85</b>

# Demand Register



City of La Quinta

Packet: APPKT02027 - BC 06/21/19

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
SOUTHLAND APLIANCE SERVICE	052319	05/23/19	Maintenance/Services	101-3008-60691	89.50
COACHELLA VALLEY CATERING...	061819	06/05/19 - ALL HANDS BREAKFAST	Employee Recognition Events	101-1004-60340	1,409.40
COACHELLA VALLEY CONSERV...	062019	05/2019 - MSHCP FEES	MSHCP Mitigation Fee	101-0000-20310	13,326.00
COACHELLA VALLEY CONSERV...	062019	05/2019 - MSHCP FEES	CVMSHCP Admin Fee	101-0000-43631	-133.26
RALPHS	062019	06/20/19 - FS #70 MEAL PER DIEM	Fire Service Costs	101-2002-60139	2,100.00
LANGNER, LARRY	112129	05/07/19 - REFUND DUP CHARGE	Wellness Center Leisure Enric...	101-0000-42214	40.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 CIP DEV/MEASURE A 5YR CIP	Consultants	101-7006-60104	6,820.00
RANGWALA ASSOCIATES	1803A	04/04/19 - HOTEL PROJ PLANNING REVIEW	Consultants	101-6001-60104	3,000.00
HYDE'S AC	18149793	06/05/19 - CITY HALL HVAC SVC	HVAC	101-3008-60667	85.00
HYDE'S AC	18164141	06/05/19 - CITY HALL HVAC SVC	HVAC	101-3008-60667	3,973.00
HERNANDEZ, ADAN	18-2274	06/06/19 - WEED ABATEMENT 774-141-0...	Lot Cleaning/Gravel Program	101-6004-60120	600.00
ANSAFONE CONTACT CENTERS	190602190101	06/10-07/07/19 - PM10 ANSWERING SERV..	PM 10 - Dust Control	101-7006-60146	137.48
XPRESS GRAPHICS	19-31819	06/04/19 - FB POOL BANNERS	Fritz Burns Pool	101-3005-60184	214.08
DESERT SANDS UNIFIED SCHO...	2019/1272	03/28-04/24/19 - BP #11 SCHOOL RESOU...	School Officer	101-2001-60168	6,213.91
DESERT SANDS UNIFIED SCHO...	2019/1272	03/28-04/24/19 - BP #1-10 ADJ SCHOOL R...	School Officer	101-2001-60168	1,732.80
IRC INC	2019050001	05/2019 - PRE EMPLOYMENT BACKGROU...	Recruiting/Pre-Employment	101-1004-60129	54.50
HENRY'S GLASS COMPANY	23180	05/30/19 - OLD 32 WINDOW	Maintenance/Services	101-3008-60691	167.60
TIME WARNER CABLE	231841060519	06/05-07/04/19 - FS #32 CABLE (1841)	Cable - Utilities	101-2002-61400	10.50
IMPERIAL HEADWEAR INC	244599	06/06/19 - SAFETY GEAR SALES TAX	Sales Taxes Payable	101-0000-20304	-42.00
IMPERIAL HEADWEAR INC	244599	06/06/19 - SAFETY GEAR	Safety Gear	101-3005-60427	271.88
IMPERIAL HEADWEAR INC	244599	06/06/19 - SAFETY GEAR	Safety Gear	101-3008-60427	280.01
IMPERIAL HEADWEAR INC	244814	06/07/19 - UNIFORMS SALES TAX	Sales Taxes Payable	101-0000-20304	-144.69
IMPERIAL HEADWEAR INC	244814	06/07/19 - UNIFORMS	Uniforms	101-3008-60690	273.53
CONSERVE LANDCARE	25903	06/2019 CONSERVE - PARKS MAINTENAN...	Landscape Contract	101-3005-60112	35,851.00
DESERT FIRE EXTINGUISHER C...	259195	05/15/19 - FIRE EXT SVC - CH WC PARKS	Fire Extinguisher/First Aid Serv...	101-3008-60664	594.46
DESERT FIRE EXTINGUISHER C...	259196	05/15/19 - FIRE EXT SVC - PW YARD	Fire Extinguisher/First Aid Serv...	101-3008-60664	232.59
DESERT FIRE EXTINGUISHER C...	259197	05/15/19 - FIRE EXT SVC - PW YARD	Fire Extinguisher/First Aid Serv...	101-3008-60664	557.89
COUNTY OF RIVERSIDE	2737	05/15/19 - ELECTIONS 2018	Professional Services	101-1005-60103	46,640.14
OFFICE DEPOT	317895701001	05/21/19 - OP SUPPLIES	Operating Supplies	101-1005-60420	8.57
OFFICE DEPOT	324688962001	06/05/19 - OFFICE SUPPLIES	Office Supplies	101-1005-60400	32.54
OFFICE DEPOT	325974136001	06/07/19 - OFFICE SUPPLIES	Office Supplies	101-1005-60400	7.05
OFFICE DEPOT	326714739001	06/10/19 - OFFICE SUPPLIES	Office Supplies	101-1005-60400	27.67
CONSOLIDATED ELECTRICAL DI...	3298-408868	05/15/19 - CITY HALL MATERIALS	Materials/Supplies	101-3008-60431	374.37
STAPLES ADVANTAGE	3416010490	06/05/19 - OFFICE SUPPLIES	Office Supplies	101-2002-60400	38.39
STAPLES ADVANTAGE	3416010490	06/05/19 - OFFICE SUPPLIES	Office Supplies	101-6004-60400	120.08
STAPLES ADVANTAGE	3416010491	06/05/19 - COPY PAPER 8 1/2 X 11	Forms, Copier Paper	101-1007-60402	327.26
CALIFORNIA BUILDING OFFICI...	3554	06/06/19 - BLDG INSPEC JOB POST	Recruiting/Pre-Employment	101-1004-60129	22.00
MISSION LINEN SUPPLY	510131486	06/13/19 - CITY SHIRTS	Operating Supplies	101-1005-60420	133.07
OFFICE TEAM	53642456	06/07/19 - HR TEMP SVCS A LISTON	Temporary Agency Services	101-1004-60125	880.50
OFFICE TEAM	53679940	06/14/19 - HR TEMP SVCS A LISTON	Temporary Agency Services	101-1004-60125	997.91
CLASSIC AUTO TRANSPORT	54987	06/06/19 - POLICE TOW LA191310049	Sheriff - Other	101-2001-60176	255.00
TIME WARNER CABLE	583514060319	06/03-07/02/19 - FS #93 INTERNET (3514)	Cable - Utilities	101-2002-61400	84.99
TIME WARNER CABLE	586491060119	05/29-06/28/19 - FS #32 INTERNET (6491)	Cable - Utilities	101-2002-61400	84.99
THE SHERWIN-WILLIAMS CO.	6380-2	06/11/19 - DESERT PRIDE SWING POSTS	Materials/Supplies	101-3005-60431	140.18
TRULY NOLEN INC	660206184	05/22/19 - WC PEST CONTROL	Pest Control	101-3008-60116	70.00
TRULY NOLEN INC	660206285	05/29/19 - CITY HALL PEST CONTROL	Pest Control	101-3008-60116	78.00
TRULY NOLEN INC	660206351	05/29/19 - PW YARD PEST CONTROL	Pest Control	101-3008-60116	47.00
JNS MEDIA SPECIALISTS	6889	MAY-JUN 2019 PRINT & DIGITAL MARKET...	Marketing & Tourism Promoti...	101-3007-60461	24,796.41
VINTAGE E & S INC	73018	05/30/19 - CITY HALL LED PANELS	Maintenance/Services	101-3008-60691	332.50
ALARM MONITORING SERVICE...	76722	06/07/19 - LQ PARK ALARM SVC & ROUTER	Security & Alarm	101-3008-60123	414.42
PROBOLSKY RESEARCH LLC	8-3317	PUBLIC OPINION RESEARCH - CITY-WIDE C...	Professional Services	101-2001-60103	23,050.00
JOHNSON CONTROLS FIRE PR...	85897722	05/31/19 - CITY HALL REPLACE 33AH BATT...	Security & Alarm	101-3008-60123	1,564.97
ONTRAC	8936091	06/01/19 - OVERNIGHT MAIL	Postage	101-1007-60470	42.52



Demand Register

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
NI GOVERNMENT SERVICES INC	9051298258	05/2019 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	77.37
VERIZON WIRELESS	9830859769	04/26-05/25/19 - LQPD CELL SVC (6852)	Telephone - Utilities	101-2001-61300	1,111.29
EISENHOWER MEDICAL CENTER	APR'19700000132	04/13/19 - LA191030002 04/28/19 - LA19...	Sexual Assault Exam Fees	101-2001-60193	2,000.00
LOCK SHOP INC, THE	BB00532676	06/10/19 - FB POOL KEYS	Materials/Supplies	101-3005-60431	26.51
ASHMORE, PD AND NANCY	CE-18-2564	06/18/19 - REIMB CITATIONS DISMISSED	False Alarm Fees - Fire	101-0000-42710	153.00
COACHELLA VALLEY WATER DI...	CSW212	06/11/19 - WATER SERVICE	Water - Utilities	101-2002-61200	105.98
COACHELLA VALLEY WATER DI...	CSW212	06/11/19 - WATER SERVICE	Water - Utilities	101-3008-61200	16.96
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water - Utilities	101-2002-61200	599.59
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water -Monticello Park - Utiliti...	101-3005-61201	3,442.47
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	107.51
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	19.60
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water -Community Park - Utiliti...	101-3005-61209	217.51
COACHELLA VALLEY WATER DI...	CSW213	06/14/19 - WATER SERVICE	Water - Utilities	101-3008-61200	104.36
PACIFIC WEST AIR CONDITION...	I30530	04/24/19 - CITY HALL HVAC SVC	HVAC	101-3008-60667	447.00
PACIFIC WEST AIR CONDITION...	I30601	05/27/19 - WC HVAC SVC	HVAC	101-3008-60667	1,444.28
PACIFIC WEST AIR CONDITION...	I30662	05/27/19 - FS #32 HVAC SVC	Maintenance/Services	101-2002-60691	873.33
PACIFIC WEST AIR CONDITION...	I30684	05/31/19 - CITY HALL HVAC SVC	HVAC	101-3008-60667	4,272.94
PACIFIC WEST AIR CONDITION...	I30860	05/31/19 - CITY HALL HVAC SVC	HVAC	101-3008-60667	447.00
ALPHA CARD	INV6283007	06/10/19 - WC FITPASS CARDS & INK	Operating Supplies	101-3002-60420	238.77
GAS COMPANY, THE	MAY'19165682485...	04/29-05/29/19 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	61.99
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - COMM OPEN HSE FLOW...	Community Special Events	101-1001-60137	130.45
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - LEAGUE 6/14 SANCHEZ ...	Travel & Training	101-1001-60320	402.02
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - LEAGUE 6/12 PENA HOT...	Travel & Training	101-1001-60320	401.80
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - LEAGUE 6/12 PENA AIR	Travel & Training	101-1001-60320	285.96
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - LEAGUE 6/14 SANCHEZ ...	Travel & Training	101-1001-60320	293.96
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - CITY COUNCIL MTG 05/...	Travel & Training	101-1001-60320	157.69
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - CM MTG IID DISCUSSION	Travel & Training	101-1002-60320	39.13
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - CM RECRUIT 2ND INTER...	Recruiting/Pre-Employment	101-1004-60129	75.79
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO ACCESSORIES S...	Sales Taxes Payable	101-0000-20304	-2.45
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SUPPLIES MKTG SALES T...	Sales Taxes Payable	101-0000-20304	-0.96
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - HIGHLIGHTERS SALES T...	Sales Taxes Payable	101-0000-20304	-1.27
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - PRINTER HEAD IT SALES ...	Sales Taxes Payable	101-0000-20304	-30.10
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO MARKETING SA...	Sales Taxes Payable	101-0000-20304	-31.33
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - FS #93 AIR CHUCK SALES...	Sales Taxes Payable	101-0000-20304	-2.09
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - IT CARTRIDGE SALES TAX	Sales Taxes Payable	101-0000-20304	-6.13
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MONITOR STAND SALES...	Sales Taxes Payable	101-0000-20304	-2.47
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CAMERA TRIPOD SALES ...	Sales Taxes Payable	101-0000-20304	-4.36
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - WATER FTN BUBBLERS ...	Sales Taxes Payable	101-0000-20304	-29.28
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - ASSOC PLANNER JOB PO...	Recruiting/Pre-Employment	101-1004-60129	150.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CC ADMIN ASST INTERV...	Recruiting/Pre-Employment	101-1004-60129	94.45
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - JR ACCT INTERVIEW PA...	Recruiting/Pre-Employment	101-1004-60129	75.88
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - JOB AD UPGR BLDG INSP...	Recruiting/Pre-Employment	101-1004-60129	40.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - HARASSMENT TRAINING...	Travel & Training	101-1004-60320	47.96
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - LINKS GRAD BOOKS	Travel & Training	101-1004-60320	152.25
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - HARASSMENT TRAINING...	Travel & Training	101-1004-60320	55.04
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CPR TRAINING LUNCH O...	Travel & Training	101-1004-60320	357.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - TOASTMASTER MEMBE...	Travel & Training	101-1004-60320	810.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - TRAINING SNACKS	Travel & Training	101-1004-60320	82.21
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MEMBERSHIP 06/2019-...	Membership Dues	101-1004-60351	189.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GFOA CONF HOTEL MA...	Travel & Training	101-1006-60320	758.64
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - PRYOR SEMINARS B CH...	Travel & Training	101-1006-60320	199.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GFOA CONF HOTEL BLO...	Travel & Training	101-1006-60320	758.64
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - ITEMS LINKS PRESENTAT...	Office Supplies	101-1006-60400	65.14
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - HIGHLIGHTERS	Office Supplies	101-1006-60400	15.75
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - REVERSE BANK DRAFT R...	Operating Supplies	101-1006-60420	-15,000.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - POLICE TRAINING HOTEL...	LQ Police Volunteers	101-2001-60109	282.06
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - POLICE SEMINAR FOSTE...	LQ Police Volunteers	101-2001-60109	550.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - POLICE TRAINING HOTEL...	LQ Police Volunteers	101-2001-60109	282.06
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CHAIRS FOR POLICE	Operating Supplies	101-2001-60420	1,010.70
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CERT MTG SNACKS	Volunteers - Fire	101-2002-60110	66.74

Demand Register

Packet: APPKT02027 - BC 06/21/19

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - FS #93 AIR CHUCK	Fire Station	101-2002-60670	25.99
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - FS #93 APPLIANCE PARTS	Maintenance/Services	101-2002-60691	151.92
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SOMBREROS	Community Experiences	101-3003-60149	28.22
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - BUNNY COSTUME CLEA...	Community Experiences	101-3003-60149	50.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CANOPY WEIGHTS EVEN...	Community Experiences	101-3003-60149	86.98
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MICROPHONE CABLE EV...	Community Experiences	101-3003-60149	21.74
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GOLF CLUBS TOUR	Community Experiences	101-3003-60149	340.90
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SUMMER GOLF TOUR B...	Community Experiences	101-3003-60149	377.21
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - WATER FOUNTAIN BUB...	Supplies-Graffiti and Vandalism	101-3005-60423	372.46
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - FLOWERS COURTYARD	Materials/Supplies	101-3005-60431	312.91
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SOCIAL SCHEDULING T...	Membership Dues	101-3007-60351	1,188.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - 06/2019 MAILCHIMP	Membership Dues	101-3007-60351	75.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - 05/2019 MAILCHIMP	Membership Dues	101-3007-60351	75.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CAMERA TRIPOD	Operating Supplies	101-3007-60420	54.18
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SUPPLIES MKTG	Operating Supplies	101-3007-60420	43.49
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO ACCESSORIES	Operating Supplies	101-3007-60420	70.02
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SUPPLIES MKTG	Operating Supplies	101-3007-60420	38.05
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO MARKETING	Operating Supplies	101-3007-60420	389.33
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO ACCESSORIES	Operating Supplies	101-3007-60420	52.63
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - GO PRO ACCESSORIES	Operating Supplies	101-3007-60420	47.84
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - WORK PHONE CASE	Operating Supplies	101-3007-60420	95.70
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APWA LUNCHEON	Travel & Training	101-6001-60320	58.68
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - HWY 111 CORRIDOR M...	Travel & Training	101-6001-60320	47.26
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APWA LUNCHEON	Travel & Training	101-6002-60320	29.34
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CALBO MEMBERSHIP JW	Membership Dues	101-6003-60351	215.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APWA/IE WORKSHOP	Travel & Training	101-7002-60320	268.48
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APWA LUNCHEON	Travel & Training	101-7006-60320	58.68
COACHELLA VALLEY WATER DI...	PWW193	06/14/19 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	323.93
COACHELLA VALLEY WATER DI...	PWW193	06/14/19 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	36.06
PRESTON KING CHILDREN'S	R49837	06/06/19 - LIC-767908 REFUND OVERPYM...	Cash Over/Short	101-0000-42300	75.00
DOLLAR TREE STORES, INC	R49885	06/06/19 - LIC-0111659 REFUND OVERPY...	Cash Over/Short	101-0000-42300	100.00
HOLLAND GLASS AND MIRROR	R50035	06/11/19 - LIC-0101261 REFUND OVERPY...	Cash Over/Short	101-0000-42300	51.00
ALI AMIRKHAN AND JEFF A PE...	R50048	06/11/19 - LIC-767947 REFUND OVERPYM...	Cash Over/Short	101-0000-42300	34.00
DESERT ELECTRIC SUPPLY	S2644659.001	05/30/19 - CITY HALL MATERIALS	Materials/Supplies	101-3008-60431	186.21
RIVERSIDE COUNTY SHERIFF D...	SH0000035440	04/25-05/24/19 - COPS FUEL	Sheriff - Other	101-2001-60176	492.95
TERRA NOVA PLANNING & RE...	TN1198114	02/01-03/31/19 TRAFFIC ANALYSIS - DUNE..	Professional Services	101-6002-60103	345.00
TERRA NOVA PLANNING & RE...	TN1198114A	02/01-03/31/19 FY 18/19 ON-CALL PLANN...	Professional Services	101-6002-60103	5,984.20
TERRA NOVA PLANNING & RE...	TN1198115	04/2019 FY 18/19 ON-CALL PLANNING SE...	Professional Services	101-6002-60103	4,328.39
TERRA NOVA PLANNING & RE...	TN1198116	FY 18/19 ON-CALL PLANNING SERVICES	Professional Services	101-6002-60103	3,795.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>207,098.80</b>
<b>Fund: 201 - GAS TAX FUND</b>					
NAI CONSULTING INC	13 JOB 2018-02	05/2019 FRITZ BURNS PARK-SIDEWALK & ...	Professional Services	201-7003-60103	742.50
UNDERGROUND SERVICE ALERT	18DSBFEE2713	06/2019 - CA STATE FEE DIG ALERT	Materials/Supplies	201-7003-60431	24.08
UNDERGROUND SERVICE ALERT	520190376	06/01/19 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	44.65
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CONCRETE MIXER RENT...	Equipment Rental	201-7003-61701	-440.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CONCRETE MIXER RENT...	Equipment Rental	201-7003-61701	632.31
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CONCRETE MIXER RENT...	Equipment Rental	201-7003-61701	-440.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CONCRETE MIXER RENT...	Equipment Rental	201-7003-61701	609.52
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>1,173.06</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
DOOR TECH, LLC	114988	04/11/19 - LIBRARY MAINT SVCS	Maintenance/Services	202-3004-60691	1,339.94
HENRY'S GLASS COMPANY	23203	06/05/19 - LUMBAR YARD WINDOW	Maintenance/Services	202-3006-60691	417.65
CONSERVE LANDCARE	25903	06/2019 CONSERVE - PARKS MAINTENAN...	Landscape Contract	202-3004-60112	2,086.00
CONSERVE LANDCARE	25903	06/2019 CONSERVE - PARKS MAINTENAN...	Landscape Contract	202-3006-60112	1,169.00
DESERT FIRE EXTINGUISHER C...	259198	05/15/19 - FIRE EXT SVC - LIBRARY	Fire Extinguisher Service	202-3004-60664	127.61
DESERT FIRE EXTINGUISHER C...	259199	05/15/19 - FIRE EXT SVC - MUSEUM	Fire Extinguisher Service	202-3006-60664	124.89
TRULY NOLEN INC	660206237	05/29/19 - MUSEUM PEST CONTROL	Pest Control	202-3006-60116	49.00
FERGUSON ENTERPRISES, INC	7597308	06/05/19 - LIBRARY MATERIALS	Maintenance/Services	202-3004-60691	9.67
COACHELLA VALLEY WATER DI...	CSW212	06/11/19 - WATER SERVICE	Water - Utilities	202-3006-61200	161.88
PACIFIC WEST AIR CONDITION...	I30578	05/27/19 - LIBRARY HVAC SVC	HVAC	202-3004-60667	1,192.00

**Demand Register**

Packet: APPKT02027 - BC 06/21/19

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PACIFIC WEST AIR CONDITION...	I30659	05/27/19 - MUSEUM HVAC SVC	HVAC	202-3006-60667	670.50
PACIFIC WEST AIR CONDITION...	I30861	05/31/19 - LIBRARY HVAC SVC	HVAC	202-3004-60667	447.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - 3D PRINTER REPL PARTS...	Operating Supplies	202-3004-60420	-43.49
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - 3D PRINTER REPL PARTS	Operating Supplies	202-3004-60420	58.71
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - 3D PRINTER REPL PARTS	Operating Supplies	202-3004-60420	43.49
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - SEWING MACHINE & SU...	Operating Supplies	202-3004-60420	401.32
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>8,255.17</b>

**Fund: 212 - SLESA (COPS) FUND**

WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - POLICE TRAINING	COPS Burglary/Theft Preventi...	212-0000-60179	170.00
<b>Fund 212 - SLESA (COPS) FUND Total:</b>					<b>170.00</b>

**Fund: 215 - LIGHTING & LANDSCAPING FUND**

CONSERVE LANDCARE	25903	06/2019 CONSERVE - PARKS MAINTENAN...	Landscape Contract	215-7004-60112	3,815.00
COACHELLA VALLEY WATER DI...	PWW192	06/11/19 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	566.08
COACHELLA VALLEY WATER DI...	PWW193	06/14/19 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	2,057.57
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>6,438.65</b>

**Fund: 224 - TUMF FUND**

COACHELLA VALLEY ASSOC OF...	062019	05/2019 - TUMF FEE	TUMF Payable to CVAG	224-0000-20320	39,270.00
<b>Fund 224 - TUMF FUND Total:</b>					<b>39,270.00</b>

**Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS**

JTB SUPPLY CO., INC.	105918	06/07/19 - GLARE SHIELDS	Construction	401-0000-60188	1,413.75
NAI CONSULTING INC	13 JOB 2018-02	05/2019 WASHINGTON DRAINAGE IMPR...	Professional Services	401-0000-60103	1,885.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 LQ VILLAGE-A ROAD DIET PROJECT	Professional Services	401-0000-60103	10,007.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 HSOP TRAFF SIGNAL INTERCONN...	Professional Services	401-0000-60103	625.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 SILVERROCK INFRASTRUCTURE I...	Professional Services	401-0000-60103	2,465.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 DUNE PALMS ST IMPROVEMENTS..	Professional Services	401-0000-60103	287.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 SSAR SYS SAFETY ANALYSIS REPO...	Professional Services	401-0000-60103	285.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 N LQ PARKWAY TURF CONVERSI...	Professional Services	401-0000-60103	4,245.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 COVE PUBLIC RESTROOM	Professional Services	401-0000-60103	1,822.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 SB821 JEFFERSON ST SIDEWALK ...	Professional Services	401-0000-60103	467.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 DUNE PALMS BRIDGE IMPROVE...	Professional Services	401-0000-60103	4,187.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 CALLE TAMPICO DRAINAGE	Professional Services	401-0000-60103	290.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 ADISON (AVE 50-AVE52)	Professional Services	401-0000-60103	1,160.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 HSIP INTERSECTION IMPROVEM...	Professional Services	401-0000-60103	168.48
NAI CONSULTING INC	13 JOB 2018-02	05/2019 CITYWIDE SIDEWALK IMPROVEM...	Professional Services	401-0000-60103	16.03
NAI CONSULTING INC	13 JOB 2018-02	05/2019 EISENHOWER DRAINAGE	Professional Services	401-0000-60103	575.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 HIGHWAY 111 SIDEWALK IMPRO...	Professional Services	401-0000-60103	3,045.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 WASHINGTON ST AT FRED WARI...	Professional Services	401-0000-60103	870.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 PAVEMENT MGMT PLAN ST IMP...	Professional Services	401-0000-60103	1,627.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 JEFFERSON-AVE 53 ROUNDABOUT	Professional Services	401-0000-60103	1,337.50
NAI CONSULTING INC	13 JOB 2018-02	05/2019 RETENTION BASIN (DPLM AT W...	Professional Services	401-0000-60103	145.00
NAI CONSULTING INC	13 JOB 2018-02	05/2019 SILVERROCK EVENT SITE	Professional Services	401-0000-60103	870.00
SILVERROCK DEVELOPMENT C...	190425	02/14-04/16/19 - EVENT SITE GRADING & ...	Construction	401-0000-60188	76,000.00
SILVERROCK DEVELOPMENT C...	190426	04/10-04/19/19 - REPAIRS DURING GRAD...	Construction	401-0000-60188	9,130.00
HERMANN DESIGN GROUP INC	19061002	05/2019 SRR EVENT SITE DESIGN SVCS, PJT..	Design	401-0000-60185	2,744.10
XPRESS GRAPHICS	19-30995	04/26/19 - COMPLETE STREETS EXHIBIT SI...	Design	401-0000-60185	568.90
COACHELLA VALLEY WATER DI...	19-9819	03/27/19 - CVWD CONST FEES 2009-04	Construction	401-0000-60188	15,000.00
COACHELLA VALLEY WATER DI...	19-9820	03/27/19 - CVWD CONST FEES 2009-04	Construction	401-0000-60188	800.00
COACHELLA VALLEY WATER DI...	19-9821	03/27/19 - CVWD CONST FEES 2009-04	Construction	401-0000-60188	6,000.00
COACHELLA VALLEY WATER DI...	19-9822	03/27/19 - CVWD CONST FEES 2009-04	Construction	401-0000-60188	1,800.00
COACHELLA VALLEY WATER DI...	19-9823	03/27/19 - CVWD CONST FEES 2009-04	Construction	401-0000-60188	4,500.00
LANDMARK GEO-ENGINEERS &..	LP0519-39	04/18-05/15/19 FY 18-19 ON-CALL MAT'LS..	Technical	401-0000-60108	1,334.00
TERRA NOVA PLANNING & RE...	TN1198114	02/01-03/31/19 TRAFFIC ANALYSIS - DUNE..	Design	401-0000-60185	453.75
TERRA NOVA PLANNING & RE...	TN1198115	04/2019 FY 18/19 ON-CALL PLANNING SE...	Design	401-0000-60185	1,113.75
TERRA NOVA PLANNING & RE...	TN1198116	05/2019 FY 18/19 ON-CALL PLANNING SE...	Design	401-0000-60185	495.00
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>157,735.26</b>

**Fund: 501 - FACILITY & FLEET REPLACEMENT**

ENTERPRISE FM TRUST	FBN3718024	06/2019 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	19,996.50
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>19,996.50</b>

Demand Register

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
FISHER INTEGRATED INC	1250	05/2019 COUNCIL MTG MEDIA RECORD, ...	Consultants	502-0000-60104	800.00
LOBBYCENTRAL	1589	06/13/19 - FY 19/20 CLOUD SERVICE 502-...	Prepaid Items	502-0000-13600	719.40
TIME WARNER CABLE	18105060319	02/15-03/14/19 - CABLE SVC (8105)	Cable - Utilities	502-0000-61400	131.59
TIME WARNER CABLE	18105060319	05/15-06/14/19 - CABLE SVC (8105)	Cable - Utilities	502-0000-61400	146.13
CANON FINANCIAL SERVICES, ...	20029671	04/20-05/19/19 CITY CLERK CONTRACT + ...	Copiers	502-0000-60662	809.93
CONVERGEONE, INC	2012012	05/24/19 - MTG CONNECT UPS TO ESXI H...	Consultants	502-0000-60104	2,640.00
CONVERGEONE, INC	2012013	05/24/19 - INSTALL MR52AP IN MKTG AR...	Consultants	502-0000-60104	2,040.00
CANON FINANCIAL SERVICES, ...	20141575	05/20-06/19/19 CITY CLERK CONTRACT + ...	Copiers	502-0000-60662	809.93
CANON FINANCIAL SERVICES, ...	20210380	06/2019 COPIER CONTRACT 05/2019 USA...	Copiers	502-0000-60662	4,929.09
INNOVATIVE DOCUMENT SOL...	207830	05/2019 CITYWIDE COPIER LEASE	Copiers	502-0000-60662	508.16
TIME WARNER CABLE	34625060119	06/2019 - CITY HALL CABLE (4625)	Cable - Utilities	502-0000-61400	161.27
VERIZON WIRELESS	9831227464	05/02-06/01/19 - BACKUP SERVER (2183)	Cell/Mobile Phones	502-0000-61301	66.52
VERIZON WIRELESS	9831227568	05/02-06/01/19 - CITY CELL SVC IPADS (55...	Cell/Mobile Phones	502-0000-61301	1,348.35
VERIZON WIRELESS	9831264768	05/02-06/01/19 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	1,429.03
FRONTIER COMMUNICATIONS...	JUN'197771222	06/04-07/03/19 - DSL SERVICE	Telephone - Utilities	502-0000-61300	213.17
WELLS FARGO BUSINESS CARD	MAY'196413	05/07-05/22/19 - BASECAMP 05/13-06/13...	Software Licenses	502-0000-60301	50.00
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - WIRELESS BLUETOOTH ...	Technical	502-0000-60108	189.24
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - AZURE 04/10-05/09/19	Software Licenses	502-0000-60301	3,910.91
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - IPHONE 8 CASES	Machinery & Equipment	502-0000-80100	244.63
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - TV (3) PLANNING USE	Machinery & Equipment	502-0000-80100	931.34
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - IT CARTRIDGE	Machinery & Equipment	502-0000-80100	76.16
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - PRINTER HEAD IT	Machinery & Equipment	502-0000-80100	374.10
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MONITOR STAND	Machinery & Equipment	502-0000-80100	30.66
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - CARTRIDGE REPL	Machinery & Equipment	502-0000-80100	78.63
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MACBOOK NEW CM	Computers	502-0000-80103	2,722.66
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - MACBOOK D&D DIRECT...	Computers	502-0000-80103	1,962.49
CDW GOVERNMENT INC	QWXC3564	01/31/19 - HDMI CONVERTER	Computers	502-0000-80103	23.59
CDW GOVERNMENT INC	QWZ9452	01/31/19 - MONITORS 24" (2)	Computers	502-0000-80103	285.57
CDW GOVERNMENT INC	RGP7379	02/26/19 - FACILITIES DELL MONITOR 22" ...	Computers	502-0000-80103	235.07
CDW GOVERNMENT INC	RNG5959	03/19/19 - MONITOR & LAPTOP ARM	Computers	502-0000-80103	123.41
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>27,991.03</b>
<b>Fund: 504 - INSURANCE FUND</b>					
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - AED INSP CHECK BLANK...	Office Supplies	504-1010-60400	27.53
<b>Fund 504 - INSURANCE FUND Total:</b>					<b>27.53</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
SILVERROCK DEVELOPMENT C...	190425	02/14-04/16/19 - REMOVAL GOLF COURSE..	Repair & Maintenance	601-0000-60660	10,400.00
GARDAWORLD	70090322	05/2019 - SRR ARMORED SERVICES	Bank Fees	601-0000-60455	108.50
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APPLIANCE PARTS SRR	Repair & Maintenance	601-0000-60660	50.79
WELLS FARGO BUSINESS CARD	MAY'197143	04/30-05/29/19 - APPLIANCE PARTS SRR	Repair & Maintenance	601-0000-60660	132.37
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>10,691.66</b>
<b>Grand Total:</b>					<b>478,847.66</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
101 - GENERAL FUND	207,098.80
201 - GAS TAX FUND	1,173.06
202 - LIBRARY & MUSEUM FUND	8,255.17
212 - SLESA (COPS) FUND	170.00
215 - LIGHTING & LANDSCAPING FUND	6,438.65
224 - TUMF FUND	39,270.00
401 - CAPITAL IMPROVEMENT PROGRAMS	157,735.26
501 - FACILITY & FLEET REPLACEMENT	19,996.50
502 - INFORMATION TECHNOLOGY	27,991.03
504 - INSURANCE FUND	27.53
601 - SILVERROCK RESORT	10,691.66
<b>Grand Total:</b>	<b>478,847.66</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-0000-20304	Sales Taxes Payable	-297.13
101-0000-20310	MSHCP Mitigation Fee	13,326.00
101-0000-42214	Wellness Center Leisure E...	40.00
101-0000-42300	Cash Over/Short	260.00
101-0000-42710	False Alarm Fees - Fire	153.00
101-0000-43631	CVMSHCP Admin Fee	-133.26
101-1001-60137	Community Special Events	130.45
101-1001-60320	Travel & Training	1,541.43
101-1002-60320	Travel & Training	39.13
101-1004-60125	Temporary Agency Servic...	1,878.41
101-1004-60129	Recruiting/Pre-Employme...	512.62
101-1004-60320	Travel & Training	1,504.46
101-1004-60340	Employee Recognition Ev...	1,409.40
101-1004-60351	Membership Dues	189.00
101-1005-60103	Professional Services	46,640.14
101-1005-60400	Office Supplies	67.26
101-1005-60420	Operating Supplies	141.64
101-1006-60320	Travel & Training	1,716.28
101-1006-60400	Office Supplies	80.89
101-1006-60420	Operating Supplies	-15,000.00
101-1007-60402	Forms, Copier Paper	327.26
101-1007-60470	Postage	42.52
101-2001-60103	Professional Services	23,050.00
101-2001-60109	LQ Police Volunteers	1,114.12
101-2001-60168	School Officer	7,946.71
101-2001-60176	Sheriff - Other	747.95
101-2001-60193	Sexual Assault Exam Fees	2,000.00
101-2001-60420	Operating Supplies	1,010.70
101-2001-61300	Telephone - Utilities	1,111.29
101-2002-60110	Volunteers - Fire	66.74
101-2002-60139	Fire Service Costs	2,100.00
101-2002-60400	Office Supplies	38.39
101-2002-60670	Fire Station	25.99
101-2002-60691	Maintenance/Services	1,025.25
101-2002-61100	Gas - Utilities	61.99
101-2002-61200	Water - Utilities	705.57
101-2002-61304	Mobile/Cell Phones/Satell...	77.37
101-2002-61400	Cable - Utilities	180.48
101-3002-60420	Operating Supplies	238.77
101-3003-60149	Community Experiences	905.05
101-3005-60112	Landscape Contract	35,851.00
101-3005-60184	Fritz Burns Pool	214.08
101-3005-60423	Supplies-Graffiti and Van...	372.46
101-3005-60427	Safety Gear	271.88

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-3005-60431	Materials/Supplies	479.60
101-3005-61201	Water -Monticello Park - ...	3,442.47
101-3005-61204	Water -Fritz Burns Park - ...	107.51
101-3005-61206	Water -Desert Pride - Utili...	323.93
101-3005-61208	Water -Seasons Park - Util...	19.60
101-3005-61209	Water -Community Park -...	217.51
101-3007-60351	Membership Dues	1,338.00
101-3007-60420	Operating Supplies	791.24
101-3007-60461	Marketing & Tourism Pro...	24,796.41
101-3008-60116	Pest Control	195.00
101-3008-60123	Security & Alarm	1,979.39
101-3008-60427	Safety Gear	280.01
101-3008-60431	Materials/Supplies	560.58
101-3008-60664	Fire Extinguisher/First Aid...	1,384.94
101-3008-60667	HVAC	10,669.22
101-3008-60690	Uniforms	273.53
101-3008-60691	Maintenance/Services	589.60
101-3008-61200	Water - Utilities	121.32
101-6001-60104	Consultants	3,000.00
101-6001-60320	Travel & Training	105.94
101-6002-60103	Professional Services	14,452.59
101-6002-60320	Travel & Training	29.34
101-6003-60351	Membership Dues	215.00
101-6004-60120	Lot Cleaning/Gravel Progr...	600.00
101-6004-60400	Office Supplies	120.08
101-7002-60320	Travel & Training	268.48
101-7006-60104	Consultants	6,820.00
101-7006-60146	PM 10 - Dust Control	173.54
101-7006-60320	Travel & Training	58.68
201-7003-60103	Professional Services	742.50
201-7003-60431	Materials/Supplies	68.73
201-7003-61701	Equipment Rental	361.83
202-3004-60112	Landscape Contract	2,086.00
202-3004-60420	Operating Supplies	460.03
202-3004-60664	Fire Extinguisher Service	127.61
202-3004-60667	HVAC	1,639.00
202-3004-60691	Maintenance/Services	1,349.61
202-3006-60112	Landscape Contract	1,169.00
202-3006-60116	Pest Control	49.00
202-3006-60664	Fire Extinguisher Service	124.89
202-3006-60667	HVAC	670.50
202-3006-60691	Maintenance/Services	417.65
202-3006-61200	Water - Utilities	161.88
212-0000-60179	COPS Burglary/Theft Prev...	170.00
215-7004-60112	Landscape Contract	3,815.00
215-7004-61211	Water - Medians - Utilities	2,623.65
224-0000-20320	TUMF Payable to CVAG	39,270.00
401-0000-60103	Professional Services	36,382.01
401-0000-60108	Technical	1,334.00
401-0000-60185	Design	5,375.50
401-0000-60188	Construction	114,643.75
501-0000-71030	Vehicles, Rentals & Leases	19,996.50
502-0000-13600	Prepaid Items	719.40
502-0000-60104	Consultants	5,480.00
502-0000-60108	Technical	189.24
502-0000-60301	Software Licenses	3,960.91
502-0000-60662	Copiers	7,057.11
502-0000-61300	Telephone - Utilities	213.17

**Account Summary**

Account Number	Account Name	Expense Amount
502-0000-61301	Cell/Mobile Phones	2,843.90
502-0000-61400	Cable - Utilities	438.99
502-0000-80100	Machinery & Equipment	1,735.52
502-0000-80103	Computers	5,352.79
504-1010-60400	Office Supplies	27.53
601-0000-60455	Bank Fees	108.50
601-0000-60660	Repair & Maintenance	10,583.16
	<b>Grand Total:</b>	<b>478,847.66</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	317,013.54
091002P	1,160.00
091004CT	28,100.00
091004P	287.50
111205P	4,187.50
141517P	2,465.00
151603D	568.90
151603P	10,007.50
151612D	2,062.50
151612P	2,895.00
1819PMPP	1,627.50
1819STIP	16.03
1819TMICT	1,413.75
201601P	168.48
201602P	625.00
201603P	4,245.00
201608CT	85,130.00
201608D	2,744.10
201608P	870.00
201701P	870.00
201706P	467.50
201706T	1,334.00
201708P	285.00
201709P	1,337.50
201722E	742.50
201801P	1,822.50
201803P	3,045.00
201835E	2,100.00
EGGE	50.00
GOLFE	718.11
MAKERE	460.03
TACOE	28.22
	<b>Grand Total:</b>
	<b>478,847.66</b>

# City of La Quinta

## Attachment 2

Bank Transactions 06/08/19 – 06/21/19

---

### Wire Transaction

Listed below are the wire transfers from 06/08/19 – 06/21/19

Wire Transfers:

06/14/2019 - WIRE TRANSFER - PERS	\$	41,646.52
06/14/2019 - WIRE TRANSFER - ICMA	\$	4,106.39
06/14/2019 - WIRE TRANSFER - LQCEA	\$	495.00
06/18/2019 - WIRE TRANSFER - TASC FLEX CLAIM	\$	1,782.99
TOTAL WIRE TRANSFERS OUT	\$	<u>48,030.90</u>



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

---

**AGENDA TITLE:** ADOPT RESOLUTION TO AMEND THE CITY'S RECORDS RETENTION SCHEDULE

---

### RECOMMENDATION

Adopt a resolution to amend the City's Records Retention Schedule.

### EXECUTIVE SUMMARY

- Perpetual law updates as well as changes in City operations require the periodic update of the City's Records Retention Schedule (Schedule), which was first adopted in 2010, and subsequently updated in 2011 and 2013.
- City records that are no longer required for administrative, legal, fiscal, auditing, or historical reasons are destroyed in strict compliance with the retention period and policies set forth by the Schedule.

### FISCAL IMPACT

Consultant services cost for the Schedule update was \$4,900, which was budgeted for fiscal year 2018/19 in the Clerk's Office Professional Services account (101-1005-60103).

### BACKGROUND/ANALYSIS

In 2010 Council adopted the Schedule and Records Management Manual; the Schedule was updated in 2011 and 2013.

In March 2019, Staff issued a Request for Information for an expert in local government records to update the City's Schedule and ensure compliance with current state and federal regulations. Three proposals were received and after thorough review, Staff selected Gladwell Governmental Services, Inc., (Consultant) with over 30-years of expertise in Schedule updates including reducing records redundancy, increase efficiency, and incorporate recent technological changes.

Staff and Consultant held interactive meetings and follow-up correspondence with all City departments to ensure individual departments' needs are met.

The red-line Schedule is attached as "Exhibit A" to the Resolution and the revisions include:

- Changes to retention periods pursuant to state requirements and departments'/divisions/needs;
- Additions of new file numbers and categories;
- Changes of the office of record due to administrative or organization changes;
- Modification of legal citations referenced;
- Deletion of inactive file numbers;
- Minor miscellaneous updates to streamline the Schedule.

The purpose of the Schedule is to establish efficient and economical methods to create, utilize, maintain, retain, preserve, and dispose of all records managed by the City. The retention periods are in compliance with all laws and are standard business practice for California cities.

Pursuant to State of California Government Code Section 34090, it is also standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the head of the departments, and with the written consent of the City Clerk and City Attorney.

### [ALTERNATIVES](#)

Council may elect not to approve amending the Schedule; approve the Schedule with modifications; or direct Staff to make other amendments.

Prepared by:       Monika Radeva, City Clerk  
Approved by:       Jon McMillen, City Manager

**RESOLUTION NO. 2019 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING RECORDS RETENTION SCHEDULE FOR CITY DEPARTMENTS AND OFFICES, AND APPROVING THE DESTRUCTION OF RECORDS IN ACCORDANCE HEREWITH**

**WHEREAS**, the maintenance of numerous records is expensive, slows document retrieval, and is not required after a certain period of time for the effective and efficient operations of the government of the City of La Quinta ("City"); and

**WHEREAS**, State of California Government Code Section 34090 provides procedures whereby any City record which has served its purpose and is no longer required may be destroyed; and

**WHEREAS**, the State of California has adopted retention period guidelines for various government records; and

**WHEREAS**, the City Council finds there are benefits to adopt a Records Retention Schedule governing the retention, disposition, and destruction of official City records in accordance with state and federal laws, and records management best practices; and

**WHEREAS**, the City Council adopted the City's Records Retention Schedule on February 16, 2010, which was subsequently amended on March 15 and April 19, 2011, and August 6, 2013; and

**WHEREAS**, Resolution No. 2013-036 adopted on August 6, 2013 is hereby repealed and superseded by this Resolution.

**WHEREAS**, the City Attorney has reviewed and approved the attached Records Retention Schedule for the City.

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

**SECTION 1.** Resolution No. 2013-036 adopted on August 6, 2013 is hereby repealed and this Resolution supersedes all prior Records Retention Schedule Resolutions adopted by the City Council.

**SECTION 2.** The Records Retention Schedule attached hereto as “Exhibit A” and incorporated herewith by this reference is hereby adopted and shall govern the retention, disposition, and destruction of official City records.

**SECTION 3.** Records are not to be kept beyond the retention period set forth in the Records Retention Schedule.

**SECTION 4.** The City Council hereby authorizes the destruction of City records, documents, instruments, books, and papers as provided by State of California Government Code Section 34090 *et seq.* and in accordance with the provisions set forth by the City’s Records Retention Schedule, upon the request of the head of City departments and with the written consent of the City Clerk and City Attorney, without further action by the City Council.

**SECTION 5.** This Resolution shall become effective upon adoption. The Records Retention Schedule adopted by this Resolution shall go into effect immediately.

**SECTION 6.** Severability – if any provision of this Resolution of the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this \_\_\_\_\_ day of July, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LINDA EVANS, Mayor  
City of La Quinta, California

Resolution No. 2019 – xxx  
Records Retention Schedule Update  
Adopted:  
Page 3 of 3

**ATTEST:**

---

MONIKA RADEVA, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

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

[Click here to return to Agenda](#)

# CITY OF LA QUINTA



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Adopted July XX, 2019

Council Resolution 2019-XXX

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102	[OPEN]	7
103	Policies and Procedures	7
104	Awards, Proclamations, Certificates, Plaques	7
105	Information Technologies	8
106	Records Management	8
107	Forms and Templates - Citywide	9
<b>200</b>	<b>PLANNING AND REDEVELOPMENT</b>	
201	[OPEN]	9
202	Historic Preservation	9
203	Planning	9
204	Community Development Block Grant Program (CDBG)	10
205	[OPEN]	10
206	[OPEN]	10
207	Redevelopment	10
208	Housing	10
<b>300</b>	<b>ECONOMIC DEVELOPMENT AND MARKETING</b>	
301	Economic Development	11
302	Marketing	11
303	Photographs	11
304	Public Relations	12
305	Publications	12

# CITY OF LA QUINTA



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Adopted July XX, 2019

Council Resolution 2019-XXX

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402	Banking Records	13
403	Audits	13
404	Payroll	13
405	Bonds	13
406	Retirement	14
407	Investments	14
408	Revenue	14
409	Taxes	15
410	Budgets	15
411	Cost Analysis and Fee Studies	15
412	Accounts Payable and Purchasing	15
413	Bids	16
<b>450</b>	<b>BUSINESS LICENSSES AND VACATION RENTAL PROGRAM</b>	
451	Business Licenses	16
452	Vacation Rental Program	16
<b>500</b>	<b>HUMAN RESOURCES</b>	
501	Human Resources Administration	16
502	Personnel Records	16
503	Salary and Benefits	17
504	Classifications	18
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506	Recruitment and Selection	18
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# CITY OF LA QUINTA



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602	Contracts and Agreements	21
603	Inventory, Supplies, and Maintenance	22
<b>700</b>	<b>LEGAL AND LEGISLATIVE</b>	
701	Legislative Files (includes all Agendas, Packets, Resos, Ordiannces, etc)	22
702	Elections	23
703	Legal Investigations and Litigations	23
704	Legal Operations	24
705	Assessment and Special Districts	24
706	Public Records Requests	25
<b>800</b>	<b>CONSTRUCTION AND ENGINEERING</b>	
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802	Engineering Permits and Inspections	25
803	Engineering Maps, Plans, and Specifications	25
804	Building Permits and Inspections	26
805	Building Plans and Specifications	26
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# CITY OF LA QUINTA



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1001	Right-Of-Ways	28
1002	Real Property	28
1003	Boundary Files	29
1004	Annexations	29
1005	SilverRock Property	29
<b>1100</b>	<b>PUBLIC FACILITIES</b>	
1101	City-Owned Facilities (maintenance and operations)	29
1102	Parks, Open Space, and Golf Courses	29
<b>1200</b>	<b>UTILITIES, COMMUNICATIONS, AND TRANSPORTATION</b>	
1201	[OPEN]	30
1202	[OPEN]	30
1203	[OPEN]	30
1204	[OPEN]	30
1205	[OPEN]	30
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1207	Waste and Recycling	30

# CITY OF LA QUINTA



## RECORDS RETENTION SCHEDULE Table of Contents

Adopted July XX, 2019

Council Resolution 2019-XXX

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1302	Emergency Services	31
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1304	Fire Services	32
1305	Animal Control	32
1306	[OPEN]	33
1307	Code Enforcement and Permits	33
<b>1350</b>	<b>ENVIRONMENTAL AND CONSERVATION</b>	
1351	Environmental and Conservation	34
<b>1400</b>	<b>ARTS, RECREATION, AND EDUCATION</b>	
1401	Cultural Arts	34
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<b>1500</b>	<b>GOVERNMENTAL ORGANIZATIONS AND OFFICES</b>	
1501	[OPEN]	35
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# CITY OF LA QUINTA



## RECORDS RETENTION SCHEDULE Table of Contents

Adopted July XX, 2019

Council Resolution 2019-XXX

PAGE	
DEPARTMENTS AND DIVISIONS	RETENTION SCHEDULE CITATIONS
Animal Control - contracted service	B&P Business and Professions
Building (a division of Design & Development Dept)	CAC California Administrative code
City Attorney's Office - contracted service	CCP Code of Civil Procedure
City Clerk's Office	CCR Code of California Regulations
City Manager's Office	CEQA California Environmental Quality Act
Code Compliance (a division of Community Resources Dept)	CFR Code of Federal Regulations
Community Resources Department	EC Election Code
Design & Development Department	FMLA Family and Medical Leave Act, 1993
Elections (a division of City Clerk's Office)	GC Government Code
Emergency Operations (a division of Community Resources Dept)	H&S Health and Safety Code
Engineering (a division of Design & Development Dept)	HUD Housing and Urban Development
Facilities Department	LQCC / CM La Quinta City Council Resolution / City Manger approval
Finance Department	LQCC / CA La Quinta City Council Resolution / City Attorney approval
Housing (a division of City Manager's Office)	OMB Federal Office of Management & Budget
HUB Permitting Center (a division of Design & Development Dept)	OSHA Occupational Safety and Health Act
Human Resources (a division of Community Resources Dept)	PC Penal Code
Information Technology (a division of City Manager's Office)	POST Post Office Standards Training
Marketing (a division of City Manager's Office)	UFC Uniform Fire Code
Planning (a division of Design & Development Dept)	USC United States Code
Police & Fire - contracted services	WIC Welfare and Institutions Code
Risk Management (a division of Community Resources Dept)	
Traffic Operations (a division of Design & Development Dept)	

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<b>100 ADMINISTRATION</b>					
<b>ADMIN. 101</b>	<b>CORRESPONDENCE AND REFERENCE:</b>				
101.01	<del>Chronological</del> Correspondence	current year + 2 years	all departments	CC:no	GC34090(d)
101.02	Conferences and Meetings (external)	destroy at will	all departments	CC:no	non-record
101.03	City Boards, Commissions, Committees - General	current year + 2 years	supporting dept	CC:no	GC34090(d)
101.04	Council Chamber Reservations / Facility Use	current year + 2 years	CITY MANAGER	CC:no	GC34090
101.05	Suspense and Ticker Files, General Subject	current year + 2 years	all departments	CC:no	GC34090
101.06	<del>Departmental Staff Meetings, General Subject</del> Department Documents - general	current year + 2 years	hosting dept	CC:no	GC34090
101.07	Work and Vacation Schedules	until superseded	all departments	CC:no	<a href="#">Preliminary Draft</a> <del>non-record</del>
101.08	Telephone Directories	until superseded	all departments	CC:no	<a href="#">Preliminary Draft</a> <del>non-record</del>
101.09	Reference Materials	until superseded	all departments	CC:no	<a href="#">Preliminary Draft</a> <del>non-record</del>
101.10	Instruction for Completing Specific Tasks	destroy at will	issuing dept	CC:no	<a href="#">Preliminary Draft</a> <del>non-record</del>
101.11	Telephone Logs / Message Pads	<del>destroy at will</del> current year + 2 years	all departments	CC:no	<a href="#">Preliminary Draft</a> <del>non-record</del>
<b>ADMIN. 102</b>	<b>PUBLICATIONS: [OPEN] - MOVED TO 305</b>				
<del>102.01</del>	<del>Public Hearing Postings (non-legal)</del>	current year + 2 years	issuing dept	CC:no	GC34090.7;- 54960.1(c)(1)
<del>102.02</del>	<del>Public Hearing Notices returned undelivered by Post Office</del>	2 years	PLANNING	PL:no	City Attorney Opinion- 6/21/2011
<del>102.03</del>	<del>Display Ads and Miscellaneous (non-legal)</del>	current year + 2 years	issuing dept	CC:no	GC34090
<del>102.04</del>	<del>Subscriptions (non-City publications)</del>	destroy at will	receiving dept	CC:no	non-record
<del>102.05</del>	<del>Publication Rates</del>	until superseded	FINANCE	CC:no	non-record
<del>102.06</del>	<del>Web Site files</del>	current year + 2 years	publishing dept	CC:no	GC34090
<del>102.07</del>	<del>Postings to Facebook, Twitter, other social media accounts</del>	current year + 2 years	publishing dept	CC:no	GC34090
<b>ADMIN. 103</b>	<b>POLICIES AND PROCEDURES</b>				
103.01	Mission Statements	until superseded + 2 years	CITY MANAGER	shared drive	GC34090; 40801
103.02	Administrative Policies	until superseded + 5 years	CLERK	shared drive	GC34090d
103.03	<del>(OPEN)</del> Authorizations by Council (signing, property transfer, etc)	until superseded + 2 years	CLERK	shared drive and LF	GC34090
103.04	Goals and Objectives	current year + 2 years	CITY MANAGER	shared drive	GC34090
<del>103.05</del>	<del>Organizational Charts &lt;delete - duplicate of 505.06</del>	until superseded + 5 years	CITY MANAGER	shared drive	29-CFT-1627.3; Lbr Rltms Sec-1174; 29-CFR- 1602.30.32; GC6250 et- seq; 29-CFR; GC-12946, 34090
103.05	Project Action Teams (PAT) - working docs	destroy at will	managing dept	no	non-record
<b>ADMIN. 104</b>	<b>AWARDS, PROCLAMATIONS, CERTIFICATES, PLAQUES - CITY ISSUED PUBLIC RELATIONS [MOVED TO 302 - MARKETING, 304 - PHOTOGRAPHS, 305 - PUBLIC RELATIONS]</b>				
<del>104.01</del>	<del>Public Inquires and Complaints</del>	current year + 2 years	receiving dept	CC:no	GC34090
<del>104.02</del>	<del>Press Releases, Issued by City</del>	current year + 2 years	issuing dept	CC:no	GC34090

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<del>104.03</del>	<del>Newsletter, Created by City</del>	<del>until superseded + 2 years</del>	<del>issuing dept</del>	<del>CC:partial</del>	<del>GC34090</del>
<del>104.04</del>	<del>Other Publications, Created by City</del>	<del>until superseded + 2 years</del>	<del>issuing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.05</del>	<del>City Brochures and Calendars, Created by City</del>	<del>until superseded + 2 years</del>	<del>issuing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.06</del>	<del>Public Ceremonies and Events, Produced by City</del>	<del>current year + 2 years</del>	<del>producing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.07</del>	<del>City Anniversary Events</del>	<del>current year + 2 years</del>	<del>producing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.08</del>	<del>Other Special Events, Produced by City</del>	<del>current year + 2 years</del>	<del>producing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.09</del>	<del>Public Surveys/Questionnaires, Issued by City</del>	<del>current year + 2 years</del>	<del>issuing dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>104.10</del>	<del>Awards and Donations Received by the City</del>	<del>current year + 2 years unless of historic value</del>	<del>CITY-MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
104. <del>11</del> 01	Awards, Proclamations and Donations Presented by the City	current year + 2 years unless of historic value	issuing dept	CC:no	GC34090
<del>104.12</del>	<del>Pillars of the Community Program</del>	<del>PERMANENT</del>	<del>COMMUNITY-RESOURCES</del>	<del>CS:yes</del>	<del>GC34090</del>
<del>104.13</del>	<del>Senior Inspiration Award Program</del>	<del>PERMANENT</del>	<del>COMMUNITY-RESOURCES</del>	<del>CS:yes</del>	<del>GC34090</del>
<del>104.14</del>	<del>Civic Organizations and Clubs—[duplicate of 1503]</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY-RESOURCES</del>	<del>CC:no</del>	<del>GC34090</del>
<del>104.15</del>	<del>Community Education</del>	<del>until superseded + 2 years</del>	<del>issuing dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>104.16</del>	<del>Promotional Activities and Materials (general)</del>	<del>current year + 2 years</del>	<del>issuing dept</del>	<del>CS:no</del>	<del>GC34090</del>
<del>104.17</del>	<del>Newspaper Clippings about City</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.18</del>	<del>Photographs: Historic or Public Property—[duplicate of 303]</del>	<del>PERMANENT</del>	<del>receiving dept</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.19</del>	<del>City Seal, Logo—Bird, Flower, Tree &amp; Trademark Info</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.20</del>	<del>City Pins</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.21</del>	<del>City Flag</del>	<del>PERMANENT</del>	<del>BUILDING</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.22</del>	<del>Acknowledgment Areas Program</del>	<del>PERMANENT</del>	<del>COMMUNITY-RESOURCES</del>	<del>CS:yes</del>	<del>historic value</del>
<del>104.23</del>	<del>Keys to the City</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>historic value</del>
<del>104.24</del>	<del>Sister City Program</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>historic value</del>
<b>ADMIN. 105</b>	<b>INFORMATION TECHNOLOGIES</b>				
105.01	Computer Software, programs and manuals	until superseded + 2 years	IT SERVICES	IT:yes	<a href="#">Non-Record GC34090</a>
105.02	Telephone System, programs and manuals	until superseded + 2 years	IT SERVICES	IT:yes	<a href="#">Non-Record GC34090</a>
105.03	Software Licenses	until superseded + 2 years	IT SERVICES	IT:yes	GC34090
105.04	[OPEN]	PERMANENT	<del>IT SERVICES</del>	<del>IT:yes</del>	<del>staff request</del>
105.05	Warranties on Software and Equipment	until superseded + 2 years	IT SERVICES	IT:yes	<a href="#">Non-Record GC34090</a>
105.06	Configuration Maps and Plans of Systems (CONFIDENTIAL)	current year + 4 years	IT SERVICES	IT:yes	<a href="#">Preliminary Drafts; GC34090; <del>CCP337.27-343</del></a>
105.07	Daily backup of system files	14 days	IT SERVICES	NA	<a href="#">Preliminary Drafts</a> <del>CC Reso—RM Manual</del>
105.08	Weekly backup of system files	14 days	IT SERVICES	NA	<a href="#">Preliminary Drafts</a> <del>CC Reso—RM Manual</del>
105.09	Telephone or Radio Communication Recordings	100 days	IT SERVICES	NA	G34090.6
105.10	<a href="#">Text Messages</a>	60 days	<a href="#">IT SERVICES</a>	NA	<a href="#">Preliminary Drafts</a>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
105.11	E-Mail inbox and sent folders (60 days to move records out, remainder <del>are preliminary draft is non-records</del> )	60 days	every employee	no	<a href="#">Preliminary Drafts</a> <del>non-record,</del> <del>LQCC Resolution</del>
105.12	E-Mail deleted items folder (7 days to retrieve deleted items)	7 days	every employee	no	<a href="#">Preliminary Drafts</a> <del>non-record,</del> <del>LQCC Resolution</del>
<b>ADMIN. 106 RECORDS MANAGEMENT</b>					
106.01	Filing Systems and Procedures <del>/ Records Management Manual</del>	until superseded + 2 years	CLERK	CC:no	GC34090; <del>40801</del>
106.02	Retention Schedule	<a href="#">PERMANENT</a> <del>until superseded + 4 years</del>	CLERK	<a href="#">CC:yes LF</a> <del>shared drive</del>	<a href="#">GC34090 CCP343</a>
106.03	Records Destruction Authorizations	PERMANENT	CLERK	CC:yes	GC34090
106.04	Records Inventories, Inactive in basement	PERMANENT	depositing dept	CC:no	GC34090
106.05	Records Indexing Lists	PERMANENT	filing dept	CC:no	GC34090
106.06	Records Inventories, Active	PERMANENT	filing dept	CC:no	GC34090
<a href="#">106.07</a>	<a href="#">Records Management Manual</a>	<a href="#">until superseded + 2 years</a>	<a href="#">CLERK</a>	<a href="#">CC:no</a>	<a href="#">GC34090; 40801</a>
<a href="#">106.08</a>	<a href="#">Records Management Projects - Citywide</a>	<a href="#">until project completed</a>	<a href="#">CLERK</a>	<a href="#">CC:no</a>	<a href="#">non-record</a>
<b>ADMIN. 107 FORMS AND TEMPLATES - CITYWIDE</b>					
<a href="#">107.01</a>	<a href="#">Agendas, Staff Reports, Minutes, Resolutions, Ordinances</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.02</a>	<a href="#">Agreements, Insurance Certificates for Agreements, Form 700 for Agreements</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.03</a>	<a href="#">City Letterhead, Memo, FAX cover sheet, Press Release</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.04</a>	<a href="#">Labels</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.05</a>	<a href="#">Appeal Applications</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.06</a>	<a href="#">Permit Applications</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.07</a>	<a href="#">Insurance and Risk Management</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.08</a>	<a href="#">Finance and Budget</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.09</a>	<a href="#">Legal and Legislative</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.10</a>	<a href="#">City Facility Rental Applications</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.11</a>	<a href="#">Record Mgmt: Record Requests, Legal Hold, Destruction, etc</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.12</a>	<a href="#">Customer Service Suggestion Cards and Response Templates</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.13</a>	<a href="#">Personnel Matters</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.14</a>	<a href="#">EOC-Related forms and templates</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.15</a>	<a href="#">Website</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.16</a>	<a href="#">Self-Hauler Registrations and Requirements</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.17</a>	<a href="#">Holiday Door Signs</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<a href="#">107.18</a>	<a href="#">RFP and RFQ Samples</a>	<a href="#">until superseded</a>	<a href="#">CLERK</a>	<a href="#">CC:yes</a>	<a href="#">Preliminary Draft</a>
<b>200 PLANNING AND REDEVELOPMENT</b>					
<b>PLAN/REDEV201 (OPEN)</b>					
201.00	[OPEN]				
<b>PLN/REDEV202 HISTORIC PRESERVATION</b>					
202.01	Historic Site Inventories	PERMANENT	PLANNING	CC:no	GC34090d, <del>LQCC/CM</del>
202.02	Master Plans	<a href="#">PERMANENT</a> <del>until superseded + 2 years</del>	PLANNING	<a href="#">PL:yes CC:no</a>	GC34090
202.03	Preservation Case Files	PERMANENT	PLANNING	PL:yes	GC34090
202.04	Archeological Collections	PERMANENT	PLANNING	PL: no	GC34090

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<b>PLN/REDEV203</b>	<b>PLANNING</b>				
203.01	Tentative Tract Maps	PERMANENT	PLANNING	PL:yes	GC34090-7; H&S19850
203.02	Tentative Parcel Maps	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.01</a>
203.03	Zone Changes	PERMANENT	PLANNING	PL:yes	GC34090
203.04	Variances	PERMANENT	PLANNING	PL:yes	GC34090-7; H&S19850; 4003; 4004
203.05	<del>Major Use Permits</del> Minor Adjustments	PERMANENT	PLANNING	PL:yes	GC34090d, LQCC/CM
203.06	Minor Use Permits	PERMANENT	PLANNING	PL:yes	GC34090d, LQCC/CM
203.07	Temporary Use Permits / <a href="#">Special Event Permits</a>	until expiration + 2.5-years	PLANNING	PL:yes	GC34090d, LQCC/CM
203.08	Conditional Use Permits	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.01</a>
203.09	Zoning Interpretations (Maps) / <a href="#">Director's Determinations</a>	<del>PERMANENT</del> current year + 2 years	PLANNING	PL: <del>no</del> yes	GC34090
<a href="#">203.10</a>	<del>OPEN</del> <a href="#">Certificates of Compliance</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING &lt; 11/2011 PUBLIC WORKS &gt; 11/2011</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>
203.11	General Plan and Amendments	PERMANENT	PLANNING	PL:yes	GC34090 50110, LQCC/CM
203.12	Lot Line Adjustments / <del>Cert. of Compliance</del>	PERMANENT	PLANNING < 11/2011 PUBLIC WORKS > 11/2011	PL:yes	GC34090a
203.13	<del>Environmental Impact Files</del> CEQA (Calif Environmental Quality Act) - Environmental Impact Reports (EIRs), Categorical Exemptions, Environmental Assessments, etc.	PERMANENT	PLANNING	PL:yes	GC34090a
203.14	<del>OPEN</del> Modification by Applicant	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>
203.15	<del>Comprehensive</del> Sign Programs	PERMANENT	PLANNING	PL:yes	GC34090, LQCC/CM
203.16	Temporary Signs (Real Estate, Political, <a href="#">Semi-Permanent</a> , etc.)	until expiration + 2 years	PLANNING	PL:no	GC34090d
203.17	Monument / Sign Permits	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.04</a>
203.18	Directional Signs, City-owned ( <a href="#">Wayfinder</a> )	until superseded + 2 years	PUBLIC WORKS	PW:no	GC34090
203.19	Parcel Mergers w/o Parcel Maps	PERMANENT	PLANNING < 11/2011 PUBLIC WORKS > 11/2011	PL:yes	<a href="#">GC34090 same as-203.04</a>
<a href="#">203.20</a>	<del>OPEN</del> <a href="#">Site Development Permits</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090d</a>
203.21	Specific Plans	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.01</a>
203.22	Moratoriums	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.04</a>
203.23	Waivers	PERMANENT	PLANNING	PL:yes	GC34090a
<del>203.24</del>	<del>Plot Plans / Site Development Permits</del>	PERMANENT	PLANNING	PL:yes	GC34090d, LQCC/CM
203.25	<del>Second Unit Permits</del> Pre-Application Reviews	PERMANENT	PLANNING	PL:yes	<a href="#">GC34090 same as-203.04</a>
203.26	<del>OPEN</del> <a href="#">Advanced Planning</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>



UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
203.27	<del>Demographics and Statistics</del> Case Logs	<del>until completed + 4 years</del> PERMANENT	<del>CITY MANAGER</del> PLANNING	<del>CC:no</del> PL:yes	<a href="#">GC34090</a>
203.28	<del>[OPEN]</del> <a href="#">SCAQMD / South Coast Air Quality Management District - AB 2766</a>	<a href="#">current year + 5 years</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>
203.29	<del>[OPEN]</del> <a href="#">Quimby Fees, Studies, Logo, Info</a>	PERMANENT	PLANNING/FINANCE	PL:yes	GC34090 ( <del>same as assessments</del> )
203.30	Agricultural Preserves	PERMANENT	PLANNING	PL:yes	GC34090 <del>a</del>
203.31	Regional Planning	until superseded + 2 years	PLANNING	PL:no	GC34090
203.32	Appeals - case files	PERMANENT	dept. managing case	PL:yes	GC34909a; <del>H&amp;S 19850; 4003; 4004</del>
<a href="#">203.33</a>	<a href="#">Studies</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090d</a>
<b>PLN/REDEV204 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)</b>					
204.01	General <a href="#">CDBG Grants</a>	until completed + <del>7</del> 4 years	<del>PUBLIC WORKS</del> PLANNING	CC:no	24CFR570.502(a) <del>b)(3)</del> ; <del>24CFR85.42</del> ; OMB Cir A-110 (attach C), <del>A-133 A102, 128</del> ; HUD regs <del>2</del> , CFR 200.333, GC8546.7, <del>34090</del>
204.02	Applications - filed by year	until completed + 4 years	<del>PUBLIC WORKS</del> PLANNING	CC:no	<del>GC34090 same as 204.01</del>
<b>PLN/REDEV205 [OPEN]</b>					
<b>PLN/REDEV206 [OPEN]</b>					
<b>PLN/REDEV207 <del>[OPEN]</del> REDEVELOPMENT (MOVED FROM 208)</b>					
207.01	Redevelopment Plan and Amendments (moved from 208.01)	PERMANENT	<del>RDA and CLERK</del>	CC: yes-LF	GC34090.7; <del>H&amp;S19850</del>
207.02	Project Areas (moved from 208.02)	PERMANENT	<del>RDA CLERK</del>	CC: yes-LF	<del>GC34090 same as 208.01</del>
207.03	Implementation Plans (5-year / Project Areas) (moved from 208.12)	PERMANENT	<del>RDA and CLERK</del>	PL:no	GC34090
207.04	Dissolution of the Redevelopment Agency: general information and correspondence	<a href="#">20 years PERMANENT</a>	<a href="#">CLERK/CITY MANAGER</a>	CC: yes-LF	<a href="#">GC34090</a> keep minimum of 20 years per City Attorney
<b>PLN/REDEV208 HOUSING</b>					
<a href="#">208.01</a>	<del>Redevelopment Plan (moved to 207.01)</del> <a href="#">Housing Programs (all) - Insurance Certificates</a>	<a href="#">until expired + 2 years</a>	<a href="#">CLERK</a>	<a href="#">Dept:no</a>	<a href="#">GC34090</a>
<a href="#">208.02</a>	<del>Project Areas (moved to 207.02)</del> <a href="#">Complaints (Housing)</a>	<a href="#">until resolved +2 years</a>	<a href="#">HOUSING</a>	<a href="#">Dept:no</a>	<a href="#">GC34090(d)</a>
208.03	Housing Loan Programs (case files)	PERMANENT	CLERK	CC:yes	24CFR570.502(a) <del>b)(3)</del> ; <del>24CFR85.42</del> ; OMB Cir A-110 (attach C), <del>A-133 A102, 128</del> ; HUD regs <del>2</del> , CFR 200.333, GC8546.7, <del>34090</del>
208.04	Housing Loan Correspondence	current year + 2 years	HOUSING	CC:no	GC34090

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
208.05	Rental Program: Multi-Family Housing (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
208.06	Rehab Program: Residential (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
208.07	Sewer Subsidy Program (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
208.08	Rental Program: Single-Family Housing (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
208.09	Assessment Subsidy Program (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
208.10	Affordable Housing Database ( <a href="#">Excel</a> )	until superseded + 2 years	HOUSING	Dept:yes (website)	GC34090
208.11	Rehab Program: Commercial (case files)	PERMANENT	CLERK	CC:yes	<a href="#">GC34090</a> <del>same as-208.03</del>
<a href="#">208.12</a>	<del>Implementation Plans (5 years / Project Area) (moved to 207.03)- Relocations</del>	<a href="#">current year + 5 years</a>	<a href="#">HOUSING</a>	<a href="#">Dept:no</a>	<a href="#">24 CFR 92.508(a)&amp;(c)-GC34090</a>
<a href="#">208.13</a>	Housing Annual Reports (to Council and State)	PERMANENT	CLERK	CC:yes	HSC Section 34328
<a href="#">208.14</a>	<del>Dissolution of the Redevelopment Agency:- general information and correspondence (moved 207.04)</del> <a href="#">Housing - Surplus Real Property List</a>	<a href="#">until closed + 2 years</a>	<a href="#">HOUSING</a>	<a href="#">Dept:no</a>	<a href="#">GC34090</a>
<a href="#">208.15</a>	<a href="#">Homeless Data and Information</a>	<a href="#">current year + 2 years</a>	<a href="#">HOUSING</a>	<a href="#">Dept:no</a>	<a href="#">GC34090</a>
<b>300 ECONOMIC DEVELOPMENT AND <del>MARKETING</del></b>					
<b>ECON/MKT301</b>	<b>ECONOMIC DEVELOPMENT</b>				
301.01	Economic Development Plan	PERMANENT	CITY MANAGER	CC:no	GC34090
301.02	Studies / Research / Demographics	until completed + 2 years	CITY MANAGER	CC:no	GC34090d
301.03	Business Development / Projects	until completed + 2 years	CITY MANAGER	CC:no	GC34090d
<b>ECON/MKT302</b>	<b>MARKETING</b>				
<a href="#">302.01</a>	<a href="#">Marketing Studies</a>	<del>while</del> <a href="#">current year + 2 years</a>	<del>CITY MANAGER</del> <a href="#">MARKETING</a>	<a href="#">CM:no</a>	GC34090
<a href="#">302.02</a>	<del>Videos and Photos</del> <a href="#">Promotional Activities and Materials (general)</a>	<a href="#">current year + 2 years</a>	<a href="#">MARKETING</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">302.03</a>	Newspaper Clippings about City	PERMANENT	CLERK	CC:no	<a href="#">Non-records</a> historic value
302.04	<del>[OPEN] Photographs: Historic or Public Property - [duplicate of 303]</del>	<del>PERMANENT</del>	<del>receiving dept</del>	<del>CC:no</del>	<del>historic value</del>
<a href="#">302.05</a>	City Seal, Logo - Bird, Flower, Tree and Trademark Info	PERMANENT	CLERK	CC:no	<a href="#">GC34090</a> historic value
<a href="#">302.06</a>	<del>[OPEN] City Pins</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>GC34090</del> historic value
<a href="#">302.07</a>	City Flag	PERMANENT	FACILITIES	FAC:no	<a href="#">GC34090</a> historic value
<a href="#">302.08</a>	Web Site files	<del>destroy at will</del> <a href="#">current year + 2 years</a>	MARKETING	CM:no	<a href="#">Preliminary Drafts</a> <a href="#">GC34090</a>
<a href="#">302.09</a>	<a href="#">Postings to Social Media Accounts</a>	<a href="#">destroy at will</a>	<a href="#">MARKETING</a>	<a href="#">CM:no</a>	<a href="#">Preliminary Drafts</a> <a href="#">GC34090</a>
<a href="#">302.10</a>	Awards and Donations Received by the City	current year + 2 years unless of historic value	CITY MANAGER	CM:no	GC34090
<del>302.11</del>	<del>Awards, Proclamations and Donations Presented by the City - [left in 104]</del>	<del>current year + 2 years unless of historic value</del>	<del>issuing dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>302.12</del>	<del>{OPEN}</del>				

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<del>302.13</del>	<del>(OPEN)</del>				
<del>302.14</del>	<del>Civic Organizations and Clubs [duplicate of 1503]</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY-RESOURCES</del>	<del>CC:no</del>	<del>GC34090</del>
<b>ECON/MKT303</b>	<b>PHOTOGRAPHS</b>	<b>[was in 104]</b>			
<a href="#">303.01</a>	<a href="#">Photos - Official City Use</a>	while useful + 2 years	MARKETING	CM:yes	GC34090
<a href="#">303.02</a>	<a href="#">Videos - Official City Use</a>	while useful + 2 years	MARKETING	CM:yes	GC34090
<a href="#">303.03</a>	<a href="#">Photos - Staff Events and Sharing</a>	destroy at will	MARKETING	CM:yes	<a href="#">Preliminary Draft</a> <del>non-record</del>
<b>ECON/MKT304</b>	<b>PUBLIC RELATIONS</b>	<b>[was 104]</b>			
<a href="#">304.01</a>	Public Inquires and Complaints	current year + 2 years	receiving dept	CC:no	GC34090
<a href="#">304.02</a>	Public Ceremonies and Events, Produced by City	current year + 2 years	producing dept	CS:no	GC34090
<a href="#">304.03</a>	City Anniversary Events	current year + 2 years	producing dept	CS:no	GC34090
<a href="#">304.04</a>	Other Special Events, Produced by City	current year + 2 years	producing dept	CS:no	GC34090
<a href="#">304.05</a>	Public Surveys/Questionnaires, Issued by City	current year + 2 years	issuing dept	CC:no	GC34090
<a href="#">304.06</a>	Pillars of the Community Program	PERMANENT	COMMUNITY RESOURCES	CS:yes	GC34090
<a href="#">304.07</a>	Senior Inspiration Award Program	PERMANENT	COMMUNITY RESOURCES	CS:yes	GC34090
<a href="#">304.08</a>	Community Education	until superseded + 2 years	issuing dept	CC:no	GC34090
<a href="#">304.09</a>	Acknowledgment Areas Program	PERMANENT	COMMUNITY RESOURCES	CS:yes	<a href="#">GC34090</a> historic value
<a href="#">304.10</a>	Keys to the City	PERMANENT	<a href="#">CITY MANAGER</a> <del>CLERK</del>	CC:no	<a href="#">GC34090</a> historic value
<a href="#">304.11</a>	Sister City Program	PERMANENT	<a href="#">CITY MANAGER</a> <del>CLERK</del>	CC:no	<a href="#">GC34090</a> historic value
<b>ECON/MKT305</b>	<b>PUBLICATIONS</b>	<b>[was 102]</b>			
<a href="#">305.01</a>	Public Hearing Postings	<del>current year + 2 years</del> PERMANENT	issuing dept	CC:no	<del>GC34090-7;</del> <del>54960.1(e)(1)</del>
<a href="#">305.02</a>	Public Hearing Notices returned <b>undelivered</b> by Post Office ( <a href="#">Planning</a> )	current year + 2 years	PLANNING	PL:no	<a href="#">GC34090</a> <a href="#">City Attorney</a> <del>Opinion 6/21/2011</del>
<a href="#">305.03</a>	Display Ads and Miscellaneous (non-legal)	current year + 2 years	issuing dept	CC:no	GC34090
<a href="#">305.04</a>	Subscriptions (non-City publications)	destroy at will	receiving dept	CC:no	non-record
<a href="#">305.05</a>	Publication Rates	until superseded	FINANCE	CC:no	non-record
<a href="#">305.06</a>	Web Site files	current year + 2 years	publishing dept	CC:no	GC34090
<a href="#">305.07</a>	IOIs = Items of Interest (weekly email blast)	current year + 2 years	CM dept	CC:no	GC34090
<a href="#">305.08</a>	Press Releases, Issued by City	current year + 2 years	issuing dept	CM:no	GC34090
<a href="#">305.09</a>	Newsletter, Created by City	until superseded + 2 years	issuing dept	partial	GC34090
<a href="#">305.10</a>	Other Publications, Created by City	until superseded + 2 years	issuing dept	no	GC34090
<a href="#">305.11</a>	City Brochures, Visitor Maps, and Calendars, Created by City	until superseded + 2 years	issuing dept	no	GC34090
<b>400 FINANCIAL AND FISCAL</b>					
<b>FINANCIAL 401</b>	<b>GENERAL ACCOUNTING</b>				
401.01	Chart of Accounts	until audited + 7 years	FINANCE	F:no	GC34090
401.02	Budgetary Accounting	until audited + 7 years	FINANCE	F:no	GC34090
401.03	Budget Adjustments	until audited + 7 years	FINANCE	F:no	GC34090

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
401.04	Check Registers	until audited + 7 years	FINANCE	F:no	<del>CCP337</del> ; GC34090
401.05	Fixed Assets: Inventory, Valuation and Disposal	until audited + 7 years	FINANCE	F:no	GC34090; <del>26CFR301-65-1(F)</del>
401.06	[OPEN] <del>Requests for Payment (check requests) (accounts payable)</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
401.07	[OPEN] <del>Demands and Warrants (accounts payable)</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>CC:no</del>	<del>GC34090</del>
401.08	Petty Cash	until audited + 7 years	FINANCE	F:no	GC34090
401.09	Statements of Indebtedness	until audited + 7 years	FINANCE	CC:no	GC34090
401.10	[OPEN] <del>Monthly Financial Statements (Rev/Exp Rpts) (In Council Agenda Packet)</del>	<del>current year + 2 years</del>	<del>FINANCE</del>	<del>CC:no</del>	<del>GC34090</del>
401.11	Annual Financial Statements and Reports (CAFR)	<del>PERMANENT</del> <del>until audited + 7 years</del>	FINANCE	F:yes	GC34090- <del>7</del>
401.12	State Revenues (Mandated Costs)	until audited + 7 years	FINANCE	F:no	GC34090
401.13	Fiscal Analysis	current year	FINANCE	F:no	<del>Preliminary draft non-record</del> , compilation
401.14	Revenue Studies	current year	FINANCE	F:no	<del>Preliminary draft non-record</del> , compilation
401.15	[OPEN]				
401.16	Gann Regulations (see 410.10 for Gann Limit)	until superseded + 2 years	FINANCE	CC:no	GC34090, <del>40801</del>
401.17	[OPEN]				
401.18	Waste Management Fees	while current + 2 years	CITY MANAGER	CC:no	GC34090
401.19	Grants and Sponsorships (granted BY City)	until audited + 7 years	managing dept.	F:no	GC34090 + <del>Dept extension</del>
401.20	Journal Entries	until audited + 7 years	FINANCE	F:no	GC34090
<b>FINANCIAL 402 BANKING RECORDS</b>					
402.01	Bank Deposit Slips	until audited + 7 years	FINANCE	F:no	GC34090; <del>CCP337</del>
402.02	Bank Statements	until audited + 7 years	FINANCE	F:no	GC34090; 26CFR16001-1
402.03	Check Stubs, Canceled Checks	until audited + 7 years	FINANCE	F:no	GC34090; <del>CCP337</del>
402.04	Signature Cards and Authorizations	until separated + 5 years	FINANCE	F:no	<del>GC34090 see Oath</del>
402.05	[OPEN]				
402.06	Bank Reconciliation	until audited + 7 years	FINANCE	F:no	<del>GC34090 same as 402.02</del>
402.07	Daily Cash Reports (renamed from Daily Balance Reports <a href="#">from Bank Reconciliation</a> )	<del>until audited + 7 years</del> current year	FINANCE	F:no	<del>GC34090 non-record, working papers</del>
402.08	Bad Checks / <a href="#">Stale/Dated Checks</a> / <a href="#">Voided Checks</a> / <a href="#">Stop Payments</a>	until audited + 7 years	FINANCE	F:no	GC34090; <del>CCP337</del>
402.09	[OPEN] <del>Stale/Dated Checks</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090; CCP337</del>
402.10	[OPEN] <del>Voided Checks</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090; CCP337</del>
402.11	[OPEN] <del>Stop Payments</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090; CCP337</del>
<b>FINANCIAL 403 AUDITS</b>					
403.01	Audit Reports, Internal	<del>until audited + 7 years</del> 4 years	FINANCE	F:no	GC34090; <del>OMB:A-128</del>
403.02	Audit Reports, External	<del>until audited + 7 years</del> 4 years	FINANCE	F:no	GC34090; <del>OMB:A-128</del>
403.03	Audit Guidelines	until superseded + 2 years	FINANCE	F:no	GC34090; <del>40801</del>
403.04	Audit Preparation Documents	until audited + 7 years	FINANCE	F:no	GC34090; <del>OMB:A-128</del>
403.05	Audit Working Files	until audited + 7 years	FINANCE	F:no	GC34090; <del>OMB:A-128</del>
<b>FINANCIAL 404 PAYROLL</b>					

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
404.01	Payroll Records, Active	<a href="#">until audited + 7 years</a> <del>until separation + 3 years</del>	FINANCE	F:no	GC34090; 29CFR516.2
404.02	Payroll Records, Terminated	<a href="#">until audited + 7 years</a> <del>3 years</del>	FINANCE	F:no	GC34090; 29CFR516.2
404.03	Payroll Deductions and Authorizations	<a href="#">until audited + 7 years</a> <del>until separation + 3 years</del>	FINANCE	F:no	GC34090; 29CFR516.2
404.04	Payroll Schedules ( <a href="#">Salary Schedules / Rate of Pay</a> )	<a href="#">until audited + 7 years</a> <del>until separation + 2 years</del>	FINANCE	F:no	GC12946; 29CFR516.6(2) & 1602.14
404.05	Time Sheets	until audited + 7 years	FINANCE	F:no	GC34090; 29CFR516.2; <del>20CFR516.6(1)</del> ; IRS Reg 31.6001-1(e)( <del>2-z</del> ); R&T19530; LC1174(d)
404.06	W-2 Forms	<a href="#">until audited + 7 years</a> <del>PERMANENT</del>	FINANCE	F:no	<del>29CFR1627.3 (2);</del> <del>GC34090 GC12946</del>
404.07	Vacation and Sick Leave Balance Reports	current year + 2 years	FINANCE	F:no	GC34090
404.08	<del>FICA</del> Medicare Payroll Registers	<a href="#">PERMANENT</a>	<a href="#">FINANCE</a>	<a href="#">F:no</a>	<a href="#">GC34090; GC37297</a>
404.09	[OPEN] <del>Workers' Compensation</del>	<del>PERMANENT</del>	<del>HUMAN RESOURCES</del>	<del>F:no</del>	<del>GC34090 same as</del> <del>404.06</del>
<b>FINANCIAL 405 BONDS</b>					
405.01	Municipal Bonds	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.02	Assessment Bonds	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.03	Surety Bonds (Notary Public, etc.)	until paid + 10 years	CLERK	CC:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.04	Revenue Bonds	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.05	General Obligation Bonds	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.06	Tax Allocation Bonds	until paid + 10 years	FINANCE	F:yes	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.07	Bond Annual Statements	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.08	Bond Register	until paid + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.09	Dev. Performance Bonds, CDs, Letters of Cr (w/o SIAs)	until paid + 10 years	CLERK	CC:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>
405.10	Bond Foreclosures	while current + 10 years	FINANCE	F:no	GC34090, <a href="#">43900</a> ; CCP337.5, <a href="#">336</a> ; <a href="#">26 CFR</a> <a href="#">1.6001-1(e)</a>

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<b>FINANCIAL 406 RETIREMENT</b>					
406.01	Public Employees Retirement System PERS	PERMANENT	HUMAN RESOURCES	CC:no	29CFR1627.3 (2); GC12946; GC34090
406.02	Deferred Compensation Plans	PERMANENT	HUMAN RESOURCES	CC:no	<a href="#">29CFR1627.3 (2); GC12946; GC34090</a> <del>same as 406.01</del>
<a href="#">406.03</a>	<a href="#">PARS Trust (Public Agency Retirement Services) / OPEB Trust (Other Post-Employment Benefits) /Supplemental Pension Plan</a>	<a href="#">PERMANENT</a>	<a href="#">FINANCE</a>	<a href="#">F:yes</a>	<a href="#">GC12946; GC34090</a>
<b>FINANCIAL 407 INVESTMENTS</b>					
407.01	Investment Statements	<a href="#">until audited + 7 years</a> <del>PERMANENT</del>	FINANCE	F:yes	GC34090; CCP337; <del>GC53607</del>
407.02	Investment Confirmations	<a href="#">until audited + 7 years</a> <del>PERMANENT</del>	FINANCE	F:no	<a href="#">GC34090; CCP337;</a> <del>same as 407.01</del>
407.03	Investment Policy	until superseded + 5 years	FINANCE	F:yes	GC34090(d)
407.04	Investment Monthly Reports	until audited + 7 years	FINANCE	F:yes	GC34090; <del>OMB-A-128</del>
<b>FINANCIAL 408 REVENUE</b>					
408.01	Accounts Receivable	until audited + 7 years	FINANCE	F:no	GC34090
408.02	Daily Cash Receipts	until audited + 7 years	FINANCE	F:no	GC34090; <del>CCP337</del>
408.03	<del>[OPEN] Business Licenses —[also see 451 for operational info]</del>	<del>until expired + 4 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090; CCP337</del>
408.04	<del>[OPEN] Dog Licenses Fees</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
408.05	<del>[OPEN] Permit Fees</del>	<del>until audited + 7 years</del>	<del>issuing dept and FINANCE</del>	<del>PL:no</del>	<del>GC34090</del>
408.06	Development Impact Fees	until audited + 7 years	PUBLIC WORKS and FINANCE	CC:no	GC34090
408.07	Development Agreement Fees	until <a href="#">closed audited</a> + 7 years	PLANNING and FINANCE	CC:no	GC34090
408.08	Fee Waiver Requests	until audited + 7 years	<del>PLANNING-FINANCE</del>	F:no	GC34090
408.09	<del>[OPEN] Franchise Fees</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
408.10	<del>[OPEN] Fee Schedules —[see 411.02 for fee studies]</del>	<del>until superseded + 2 years</del>	<del>CLERK</del>	<del>CC:yes-LF</del>	<del>GC34090 &amp; 40801</del>
408.11	<del>[OPEN] Funding Program (ERAF, etc.)</del>	<del>until completed + 5 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
408.12	Grants Received and Donations TO City	until completed + 5 years or grant close-out procedure	applying dept	some	<a href="#">24CFR570.502(a); OMB Cir A-110 (attach C), A-133 2 CFR 200.333, GC8546.7, 34090</a>
408.13	<del>Vehicle Impound Fees</del> -Collection Agency Records (Data Ticket)	<a href="#">until audited + 7 years</a>	<a href="#">FINANCE</a>	<a href="#">F:no</a>	<a href="#">GC34090</a>
408.14	<del>[OPEN] Fines</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
408.15	Surplus / Auction Sales	until audited + 7 years	FINANCE	F:no	GC34090; CCP337
408.16	Promissory Notes TO City	until satisfied + 7 years	FINANCE	F:no	GC34090; CCP337
408.17	Grant Applications, Unsuccessful	until rejected + 2 years	applying dept	no	GC34090
<b>FINANCIAL 409 TAXES</b>					
409.01	Sales Tax	until audited + 7 years	FINANCE	F:no	<a href="#">R&amp;T 19530; 26 CFR 31.6001-1(e)(2); 29CFR 516.5 - 516.6, GC34090</a> <del>CCP338</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
409.02	Property Tax, Applied Refuse Levy, etc	until audited + 7 years	FINANCE	F:no	<a href="#">R&amp;T 19530; 26 CFR 31.6001-1(e)(2); 29CFR 516.5 - 516.6, GC34090</a> <del>CCP338</del>
409.03	Transient Occupancy Tax (TOT) [also see 452 for STVR operational info]	until audited + 7 years	<a href="#">DESIGN &amp; DEV.</a> <del>FINANCE</del>	<a href="#">D&amp;D</a> F:no	<a href="#">R&amp;T 19530; 26 CFR 31.6001-1(e)(2); 29CFR 516.5 - 516.6, GC34090</a> <del>CCP338</del>
409.04	Gas Tax	until audited + 7 years	FINANCE	F:no	<a href="#">R&amp;T 19530; 26 CFR 31.6001-1(e)(2); 29CFR 516.5 - 516.6, GC34090</a> <del>CCP338</del>
<del>409.05</del>	<del>[OPEN] Documentary Transfer Tax</del>	<del>until audited + 7 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>CCP338</del>
<b>FINANCIAL 410</b>	<b>BUDGETS</b>				
410.01	Budget Preparation Files	current year + 2 years	preparing dept	F:no	GC34090
410.02	<del>[OPEN] Revenue Estimates</del>	<del>current year + 2 years</del>	<del>estimating dept</del>	<del>F:no</del>	<del>GC34090</del>
410.03	<del>[OPEN] Capital Expenditure Estimates</del>	<del>current year + 2 years</del>	<del>estimating dept</del>	<del>F:no</del>	<del>GC34090</del>
410.04	Capital Improvements Budget, Approved	PERMANENT	FINANCE	F:yes	GC34090
410.05	<del>[OPEN] Budget Manuals and Calendars</del>	<del>current year + 2 years</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
410.06	Budget Status Reports	current year + 2 years	FINANCE	F:no	GC34090
410.07	Budgets, Approved (CC, RDA, FA)	PERMANENT	CLERK	F:no	GC34090
410.08	Budgets, Special Projects	PERMANENT	supervising dept	F:no	GC34090
410.09	Financial Support Requests	current year + 2 years	department	F:no	GC34090
410.10	<del>[OPEN] Gann Appropriations Limit (for Regs see 401.16)</del>	<del>PERMANENT</del>	<del>FINANCE</del>	<del>F:no</del>	<del>GC34090</del>
<b>FINANCIAL 411</b>	<b>COST ANALYSIS AND FEE STUDIES</b>				
411.01	Development Impact Fee (DIF) Studies and <del>Transportation Uniform Mitigation Fee (TUMF) Studies</del>	until superseded + 2 years	<a href="#">DESIGN &amp; DEV.</a> <del>PLANNING and</del> <del>PUBLIC WORKS</del>	<a href="#">D&amp;D</a> CC:no	GC34090d
411.02	Fee Studies	until superseded + 2 years	<a href="#">CLERK</a>	CC:no	GC34090d
<a href="#">411.03</a>	<a href="#">Transportation Uniform Mitigation Fee (TUMF) Studies</a>	<a href="#">until superseded + 2 years</a>	<a href="#">DESIGN &amp; DEV.</a>	<a href="#">D&amp;D</a> :no	<a href="#">GC34090d</a>
<b>FINANCIAL 412</b>	<b>ACCOUNTS PAYABLE AND PURCHASING</b>				
412.01	Accounts Payable	until audited + 7 years	FINANCE	FIN:yes	GC34090
412.02	1099 Forms	until audited + 7 years	FINANCE	FIN:yes	GC34090
412.03	<del>LQ Public Safety Officer Survivor Fund W-9s</del>	<del>Until vendor not active until audited + 7 years</del>	FINANCE	FIN:yes	GC34090
412.04	Purchase Orders	until audited + 7 years	FINANCE	FIN:yes	GC34090
412.05	Authorization to Purchase (other than bids - <a href="#">Credit Card Users, Home Depot, etc.</a> )	until audited + 7 years	FINANCE	FIN:yes	GC34090
412.06	Products, Services, and Catalogs (reference)	destroy at will	all departments	Dept:no	non-record
412.07	<del>[OPEN] Purchasing Policy (Reso)</del>	<del>until superseded + 2 years</del>	<del>FINANCE</del>	<del>FIN:yes</del>	<del>GC34090; GC40801</del>
412.08	Vendors Lists and Brochures	destroy at will	FINANCE	FIN:no	non-record
412.09	Pricing Lists	destroy at will	FINANCE	Dept:no	non-record
412.10	Office Supplies Ordered by Depts. (w/o POs)	destroy at will	all departments	FIN:yes	non-record
412.11	Travel Request and Expense	until audited + 7 years	FINANCE	FIN:yes	GC34090
<a href="#">412.12</a>	<a href="#">Recognized Obligation Payment Schedules (re RDA Dissolution)</a>	<a href="#">until final payment + 7 years</a>	<a href="#">FINANCE</a>	<a href="#">FIN:yes</a>	<a href="#">GC34090</a>



UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<b>FINANCIAL 413 BIDS</b>					
413.01	Invitation to Bid	until audited + 7 years	<a href="#">CLERK</a> <del>inviting dept</del>	CC:no	GC34090 & <del>25105-1-</del> <del>CCP337</del>
413.02	Unsuccessful Bids, Cap Improv Projects and Formal >\$25K	current year + <del>2-years-</del> 7 years	CLERK	CC:no	GC34090d
413.03	Unsuccessful Bids, Services and Informal <\$25K	current year + <del>2-years-</del> 7 years	CLERK	CC:no	GC34090d
413.04	Bids, Vehicles and Equipment, Invitation, Results, etc	until audited + 7 years	FINANCE	PL:no/F:no	<a href="#">GC34090d same as-</a> <del>413.01</del>
413.05	Bidders List, Pre-Qualified	destroy at will	PUBLIC WORKS	CC:no	<a href="#">preliminary draft non-</a> <del>record</del> , reference; <a href="#">GC34090</a>
413.06	<del>[OPEN] Consultant Information, General</del>	<del>destroy at will</del>	<del>interested dept</del>	<del>CC:no</del>	<del>non-record, reference</del>
413.07	RFPs / RFQs / <a href="#">RFIs / Bids - Unsuccessful (no State or Federal Funding)</a>	current year + <del>2-years-</del> 7 years	CLERK	CC:yes	<a href="#">GC34090d same as-</a> <del>413.01</del>
413.08	RFPs / RFQs / <a href="#">RFIs / Bids - Successful</a>	until audited + 7 years	CLERK	PL:yes	<a href="#">GC34090d same as-</a> <del>413.01</del>
413.09	RFPs / RFQs / <a href="#">RFIs / Bids - Other Services, Successful (with State or Federal Funding)</a>	until audited + <del>7-years-</del> 30 years	CLERK	PL:yes	<a href="#">GC34090d same as-</a> <del>413.01</del>
413.10	<del>[OPEN] Bids, Informal, Successful</del>	<del>until audited + 7 years</del>	<del>CLERK</del>	<del>PL:no</del>	<del>GC34090d same as-</del> <del>413.01</del>
<b>450 BUSINESS LICENSES AND VACATION RENTAL PROGRAM</b>					
<b>BL &amp; STVR 451 BUSINESS LICENSES [was 408.03]</b>					
<a href="#">451.01</a>	<a href="#">BL - Licenses and Applications, Renewals</a>	<a href="#">until expired + 4 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090; -CCP337</a>
<a href="#">451.02</a>	<a href="#">BL - Renewal Notices (software can Re-create these)</a>	<a href="#">until renewal + 2 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
<a href="#">451.03</a>	<a href="#">BL - Refund Claims - investigation</a>	<a href="#">until resolved + 2 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
<b>BL &amp; STVR 452 VACATION RENTAL PROGRAM</b>					
<b>new</b>					
<a href="#">452.01</a>	<a href="#">STVR - New Applications</a>	<a href="#">until expired + 4 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090; -CCP337</a>
<a href="#">452.02</a>	<a href="#">STVR - Permits</a>	<a href="#">until expired + 4 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090; -CCP337</a>
<a href="#">452.03</a>	<a href="#">STVR - Permit Renewals (software can Re-create these)</a>	<a href="#">until expired + 4 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090; -CCP337</a>
<a href="#">452.04</a>	<a href="#">STVR - TOT Payments</a>	<a href="#">until audited + 7 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090; -CCP337</a>
<a href="#">452.05</a>	<a href="#">STVR - Refund Claims - investigation (TOT)</a>	<a href="#">until resolved + 2</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
<a href="#">452.06</a>	<a href="#">STVR - Resident Info, Education, Workshops</a>	<a href="#">current year + 2 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
<b>500 HUMAN RESOURCES &amp; RISK MANAGEMENT [files reordered]</b>					
<b>HR &amp; RM 501 HUMAN RESOURCES ADMINISTRATION [numbers rearranged]</b>					
501.01	Personnel Policy	until superseded + 2 years	HUMAN RESOURCE	shared drive	GC34090
501.02	<del>Employee Assistance Program</del> <a href="#">HR Forms</a>	<a href="#">until superseded</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:yes</a>	<a href="#">preliminary drafts</a>
501.03	<del>Employee Handbook</del> <a href="#">Employee Onboarding</a>	<a href="#">until superseded + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>
501.04	<del>Employee Orientation</del> <a href="#">Employee Roster</a>	<a href="#">until superseded</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:yes</a>	<a href="#">GC34090</a>
501.05	<del>Employee Incentive &amp; Service Awards</del> <a href="#">Employee Newsletters</a>	<a href="#">current year + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:yes</a>	<a href="#">GC34090; GC12946</a>
501.06	<del>Employee Newsletters</del> <a href="#">Employee Incentive and Service Awards</a>	<a href="#">while current + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>
501.07	<del>Temporary Employment Agencies</del> <a href="#">Employee Social Events - City Sponsored</a>	<a href="#">destroy at will</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">preliminary drafts non-</a> <del>record</del>
501.08	<del>Affirmative Action Program</del> <a href="#">Temporary Employment Agencies</a>	<a href="#">until terminated + 6 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>
<a href="#">501.09</a>	<del>Employee Social Events - City Sponsored</del> <a href="#">Volunteer Program(s)</a>	<a href="#">until completed + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>
<a href="#">501.10</a>	<a href="#">Unpaid Intern Program</a>	<a href="#">until completed + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>
<a href="#">501.11</a>	<a href="#">Annual Notices</a>	<a href="#">2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090; GC12946</a>



UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<b>HR &amp; RM 502 PERSONNEL RECORDS</b>					
502.01	<del>Full-time Permanent</del> Employees <del>(time sheets, etc.)</del> <a href="#">(Performance Evaluations, etc.)</a>	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFF1627.3; Lbr Ritns- Sec-1174;</del> 29CFR1602.30.31 <del>2,</del> <del>655.202,</del> 516.6 et seq; <del>GC6250et seq;</del> GC12946, 34090, <del>1607.4; 45CFR1068.6(a)</del>
502.02	Contract Employees	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>GC34090 same as 502.01</del>
502.03	Part-Time Employees	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
502.04	Temporary Employees	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
502.05	Terminated Employees	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
<a href="#">502.06</a>	<a href="#">Retired Employees</a>	<a href="#">retirement + 6 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
<a href="#">502.07</a>	<del>(OPEN)</del> <a href="#">Volunteers</a>	<a href="#">until separated + 6 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
502.08	<del>Fingerprint IDs</del> <a href="#">Boards and Commission Members</a>	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
502.09	Oaths of Office - all Employees, all classifications	until separated + <del>6</del> 5 years	HUMAN RESOURCE	HR:no	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090 same as 502.01</del>
<a href="#">502.10</a>	<a href="#">Paid Interns</a>	<a href="#">until separated + 6 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<del>29CFR1602.30.31, 516.6 et seq; GC12946, 34090</del>
<a href="#">502.11</a>	<a href="#">Appointments to Acting City Manager, Acting Clerk, Acting Directors, etc.</a>	<a href="#">current year + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090</a>
<b>HR &amp; RM 503 SALARY AND BENEFITS [number rearranged]</b>					
503.01	<del>Salary</del> Benefit Plans	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<del>29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</del>
503.02	<del>Salary Surveys</del> <a href="#">Benefits: Medical Insurance</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<del>29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
503.03	<del>Consumer Price Index (CPI) Files</del> <a href="#">Benefits: Life Insurance</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
503.04	<del>Salary Schedules</del> <a href="#">Benefits: Retirement</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
503.05	<del>Retirement</del> <a href="#">Benefits: Vision</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
503.06	<del>Medical Insurance</del> <a href="#">Benefits: Dental</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
<a href="#">503.07</a>	<del>(OPEN)</del> <a href="#">Benefits: TASC Flex System</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
503.08	<del>Life Insurance Benefit</del> <a href="#">Benefits: Wellness</a>	until superseded/expired + 2 years	HUMAN RESOURCE	HR:no	<a href="#">29 CFR 1627.3(b)(2); 29 USC 1027; GC12946, 34090</a>
503.09	<del>Management Compensation</del> <a href="#">Salary Surveys</a>	current year + 2 years	HUMAN RESOURCE	HR:no	<a href="#">GC12946;34090;</a> <del>29CFR516.6(2);</del> <del>29CFR1602.14;</del>
503.10	<del>Disability case files, short &amp; long term</del> <a href="#">Salary Schedules</a>	current year + 2 years	HUMAN RESOURCE	HR:no	<a href="#">GC12946;34090;</a> <del>29CFR516.6(2);</del> <del>29CFR1602.14;</del>
503.11	<del>Family Medical Leave</del> <a href="#">Disability Case Files</a>	<a href="#">until separated + 30 years</a> <b>PERMANENT</b>	HUMAN RESOURCE	HR:no	<del>GC 6250 et seq; OMB A-129; 29CFR1602.31; 1602.32; 1627.3; LAB-rel sec 1174;</del> <a href="#">29USC1027; 1113</a>
503.12	Leaves - Family Medical	<a href="#">until separated</a> <del>Closed</del> + 30 years	HUMAN RESOURCE	HR:no	<del>FMLA1993-US OSHA; 29CFR1602.30 to .32; 49CFR193-9; 1910.20</del>
503.13	<a href="#">Employee Assistance Program(s) (was in 501.02)</a>	until completed + 2 years	HUMAN RESOURCE	HR:no	<a href="#">GC34090;12946</a>
503.14	<a href="#">Computer Loan Program</a>	<a href="#">until separated + 6 years</a> <del>until separated + 5 years</del>	HUMAN RESOURCE	HR:no	<a href="#">GC34090 same as 502.01</a>
503.15	<a href="#">COBRA Notices (Consolidated Omnibus Budget Reconciliation Act) / Offer to Spouse after a Divorce, etc.</a>	<a href="#">until completed + 2 years</a>	<a href="#">HUMAN RESOURCE</a>	<a href="#">HR:no</a>	<a href="#">GC34090</a>
<b>HR &amp; RM 504</b>	<b>CLASSIFICATIONS</b>				
504.01	Position Classifications	until superseded + <del>3</del> <b>5</b> years	HUMAN RESOURCE	CC:no	<del>29CFR1627.3; 29 CFR 1602.30.32; Lbr Rltms Sec 1174; GC 12946, 34090, 6250 et seq</del> <a href="#">29 CFR1602.32, GC 12946, 34090 same as 504.01</a>
504.02	Job Descriptions	until superseded + <del>3</del> <b>5</b> years	HUMAN RESOURCE	CC:no	<del>29CFR1602.32, GC 12946, 34090 same as 504.01</del>
504.03	Classification Surveys	current year + <del>3</del> <b>2</b> years	HUMAN RESOURCE	CC:no	29CFR516.6(2), 1602.14; GC12946, 34090

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
504.04	Reclassification Requests	until separated + <del>3</del> 5 years	HUMAN RESOURCE	CC:no	<del>29CFR516.6(2), 1602.14; GC 12946, 34090 same as 504.01</del>
<del>504.05</del>	<del>Employee Evaluations (in Personnel file)</del>	<del>until separated + 3 5 years</del>	<del>HUMAN RESOURCE</del>	<del>CC:no</del>	<del>29 CFR 1602.32, GC 12946, 34090 same as 504.01</del>
<b>HR &amp; RM 505 PERSONNEL MANAGEMENT</b>					
505.01	Personnel Progress and Activity Reports ( <u>Quarterly Reports</u> )	current year + 2 years	HUMAN RESOURCE	CC:no	GC34090, 12946
505.02	<del>[OPEN] Personnel Counseling</del>	<del>until separated + 2 years</del>	<del>HUMAN RESOURCE</del>	<del>CC:no</del>	<del>GC34090, 12946</del>
505.03	Personnel Questionnaires	current year + 2 years	HUMAN RESOURCE	CC:no	29CFR516.6(2), 1602.14; GC12946, 34090
505.04	Personnel Actions	<del>current year until separated + 2 years</del>	HUMAN RESOURCE	CC:no	<del>29CFT1627.3, 1602.30.31 2; 516.6 Lbr Rltns Sec 1174; GC 12946, 34090, 6250 et seq</del>
505.05	Planning and Organization	current year + 2 years	HUMAN RESOURCE	CC:no	GC34090
505.06	Organization Charts	until superseded + 5 years	HUMAN RESOURCE	CC:no	<del>GC34090 same as 505.04</del>
<b>HR &amp; RM 506 RECRUITMENT AND SELECTION</b>					
506.01	Applications for Employment / <u>Tests and Examinations / Eligibility Lists / Recruitment Advertising / Notifications of Appointment / Interview Panel Notes</u>	while current + 3 years	HUMAN RESOURCE	HR:no	GC12946, <del>34090-6250 et seq</del> ; 29CFR1602 et seq, <u>29 CFR 1627.3(b)(i)</u> , <del>1607; 49USC2000 (e)8 &amp; (e)12</del>
506.02	<del>[OPEN] Tests &amp; Examinations</del>	<del>while current + 3 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>GC12946, 34090; 29CFR1602 et seq, 29 CFR 1627.3(b)(i) same as 506.01</del>
506.03	<del>[OPEN] Eligibility Lists, Active</del>	<del>while current + 3 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>GC12946, 34090; 29CFR1602 et seq, 29 CFR 1627.3(b)(i) same as 506.01</del>
506.04	<del>[OPEN] Eligibility Lists, Inactive</del>	<del>while current + 3 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>GC12946, 34090; 29CFR1602 et seq, 29 CFR 1627.3(b)(i) same as 506.01</del>
506.05	<del>[OPEN] Recruitment Advertising</del>	<del>while current + 3 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>GC12946, 34090; 29CFR1602 et seq, 29 CFR 1627.3(b)(i) same as 506.01</del>
506.06	<del>[OPEN] Notifications of Appointment</del>	<del>until separated + 5 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>29CFT1627.3, 1602.30.32; Lbr Rltns Sec 1174; GC 12946, 34090, 6250 et seq</del>
<b>HR &amp; RM 507 EDUCATION AND TRAINING</b>					

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
507.01	Conferences and Seminars	<del>destroy at will- current year + 7 years</del>	attending dept	HR:no	<del>non records</del> GC6250
507.02	Educational Programs <del>Employee Training</del>	current year + 7 years	sponsoring dept	HR:no	8 CCR 3203, 29 CFR 1627.3(b)(ii), LC 6429(c); GC 12946, 34090, 53235.2(b) GC6250
507.03	Educational Reimbursement Program	current year + 7 years	HUMAN RESOURCE	HR:no	GC34090, GC6250
507.04	Training Programs, <del>In-House</del>	current year + 7 years	HUMAN RESOURCE	HR:no	8 CCR 3203, 29 CFR 1627.3(b)(ii), LC 6429(c); GC 12946, 34090, 53235.2(b) GC6250
507.05	<del>Training Materials, In-House</del> <u>Succession Planning (eg LInKS, The LO Academy)</u>	<u>current year + 7 years</u>	<u>HUMAN RESOURCE</u>	<u>HR:no</u>	8 CCR 3203, 29 CFR 1627.3(b)(ii), LC 6429(c); GC 12946, 34090, 53235.2(b) GC6250
<b>HR &amp; RM 508 SAFETY AND MEDICAL RECORDS</b>					
508.01	Individual Medical Records / <u>Pre-employment Physicals / Employee Accident Reports / Physical Exams, etc.</u>	until separated + <del>30</del> 5 years	HUMAN RESOURCE	HR:no	8 CCR 3204(d)(1) et seq., 29 CFR 1910.1020(d)(1)(i), LC 1198.5 29CFT1627.3, 1602.30.32; Lbr Rltns Sec 1174; GC 12946, 34090, <del>6250 et seq</del>
508.02	<del>Accident Reports</del> <u>Public Incident Reports (no claim filed)</u>	<u>current year + 2 years</u> <del>until disposition + 7 years</del>	<u>RISK MANAGEMENT</u> <del>HUMAN RESOURCE</del>	HR:no	<u>GC34090-8 CCR-3204(d)(1) et seq., 29-CFR 1910.1020(d)(1)(i), GC 12946, 34090; LC-1198.5 29CFR1904.2, 1904.6; 29</u>
508.03	<del>Required Physical Exams</del> <u>First Aid Kits / AED (Automated External Defibrillator) Checks, Spreadsheets</u>	<u>current year + 5 years</u> <del>until disposition + 7 years</del>	<u>RISK MANAGEMENT</u> <del>HUMAN RESOURCE</del>	HR:no	<u>GC34090-8 CCR-3204(d)(1) et seq., 29-CFR 1910.1020(d)(1)(i), GC 12946, 34090; LC-1198.5 29CFR1904.2, 1904.6; 29</u>
508.04	Safety Reports	while current + 5 years	<u>RISK MANAGEMENT</u> <del>HUMAN RESOURCE</del>	HR:no	8 CCR 3203(b)(1), LC 6429c OMB1220-0029; 29CFR1904.4; GC34090
508.05	Safety Investigation Files (OSHA, etc.)	until disposition + 5 years	<u>RISK MANAGEMENT</u> <del>HUMAN RESOURCE</del>	HR:no	<u>GC34090-8 CCR-3203(b)(1), LC 6429c OMB1220-0029;</u> <del>29CFR1904.4; GC34090- same as 508.04</del>

UFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
508.06	Safety Policy and Procedures	until superseded + 2 years	<del>RISK MANAGEMENT</del> HUMAN RESOURCE	HR:no	GC34090, <del>40801</del>
508.07a	DOT Testing - <del>All Results: results exceeding .02, positive drug results, refusals to submit to testing, employee assessments &amp; referrals by Substance Abuse Professionals, calendar year summaries (re: Commercial drivers only)</del>	5 years	HUMAN RESOURCE	HR:no	<del>29 CFR 1627.3(b)(1)(v), GC 12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71 Omnibus Trans Emp Testing Act of 1991; Fed DOT reg of 1994 - 49CFR40 and 382; Calif Vehicle Code 34520(a)</del>
<del>508.07b</del>	<del>DOT Testing: records documenting the collection process for drug &amp; alcohol test, training of supervisors (re: Commercial drivers only)</del>	<del>2 years</del>	<del>HUMAN RESOURCE</del>	<del>HR:no</del>	<del>29 CFR 1627.3(b)(1)(v), GC 12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq.; 49 CFR 653.71 same as 508.07a</del>

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
508.07e	<del>DOT Testing: results under .02, negative drug tests, canceled drug tests (re: Commercial drivers only)</del>	1 year	HUMAN RESOURCE	HR:no	<del>29 CFR 1627.3(b)(1)(v), GC 12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq.; 49 CFR 653.71 same as 508.07a</del>
508.08	<a href="#">Safety Committee (in house)</a>	<a href="#">while current + 5 years</a>	<a href="#">RISK MANAGEMENT</a>	HR:no	<a href="#">8 CCR 3203(b)(1), LC 6429c OMB1220-0029; 29CFR1904.4; GC34090 same as 508.04</a>
<b>HR &amp; RM 509 LABOR RELATIONS</b>					
509.01	Labor Relations Policy	until superseded + 2 years	HUMAN RESOURCE	CC:no	GC34090, <del>12946 40801</del>
509.02	Fair Labor Laws and Standards	<del>destroy at will until superseded + 2 years</del>	HUMAN RESOURCE	CC:no	<del>non-records GC34090, 40801</del>
509.03	Employee Associations and Unions	<a href="#">10 years PERMANENT</a>	HUMAN RESOURCE	CC:no	<a href="#">GC34090 29USC211(c), 203(m),207(g)</a>
509.04	Negotiations / Meet and Confer	<a href="#">10 years PERMANENT</a>	HUMAN RESOURCE	CC:no	<a href="#">GC34090 same as 509.03</a>
509.05	Memorandum of Understanding (MOU)	PERMANENT	<a href="#">CLERK</a> HUMAN RESOURCE	CC:no	<a href="#">GC34090 same as 509.03</a>
509.06	Impasse Procedures	PERMANENT	HUMAN RESOURCE	CC:no	<a href="#">GC34090 same as 509.03</a>
509.07	Grievances	until separation + <del>3</del> 2 years	HUMAN RESOURCE	CC:no	GC12946; <a href="#">34090</a> 29CFR1602; <a href="#">29 CFR 1602.31 &amp; 1627.3(b)(ii)</a> ,
509.08	Discrimination Complaints	until separation + <del>3</del> 2 years	HUMAN RESOURCE	CC:no	GC12946; <a href="#">34090</a> 29CFR1602; <a href="#">29 CFR 1602.31 &amp; 1627.3(b)(ii)</a> ,
509.09	<a href="#">[OPEN] Discipline Policy</a>	<del>until superseded + 2 years</del>	HUMAN RESOURCE	<del>CC:no</del>	<del>GC34090</del>
<b>HR &amp; RM 510 RISK MANAGEMENT (this section will be deleted)</b>					
<del>510.01-510.18</del>	<del>all files moved to 901 and 902</del>				
<b>600 CONTRACTS, SUPPLIES AND EQUIPMENT</b>					
<b>C, S &amp; E 601 [OPEN]</b>					
<b>C, S &amp; E 602 CONTRACTS AND AGREEMENTS</b>					
602.01	Contracts and Agreements	PERMANENT (State requires exp +5 yrs)	CLERK	CC:yes-LF	GC37090, <a href="#">CCP 337a, 4004; H&amp;S19850; 2.08.110</a> Employees Requested PERM for research value
602.01a	<del>Contracts and Agreements: Capital Improvements, Real Property, Settlements</del>	PERMANENT	CLERK	CC:yes	<del>GC37090a, 4004; H&amp;S19580; 2.08.110</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
602.01B	<del>Contracts and Agreements: Services, Equipment, Maintenance, License-Agr, etc.</del>	<del>PERMANENT (State requires exp + 5 years)</del>	CLERK	CC:yes	Department request for research value
602.02	<del>OPEN</del> Document Tracking Log	while in use	CLERK	CC: shared drive	Preliminary Draft <del>non-record</del>
602.03	Promissory Notes (loans) and Grants to Residents for Code Compliance Assistance	PERMANENT	CLERK	CC:yes	GC34090, CCP 337a7- <del>24CFR570.502(b)(3);</del> <del>24CFR8.42; OMB Circ.SA-</del> <del>110</del>
602.04	Lease Agreements	PERMANENT (State requires exp+5 yrs)	CLERK	CC:yes-LF	GC37090, CCP 337 Employees Requested PERM for research value
602.05	Franchise Agreements	PERMANENT (State requires exp+5 yrs)	CLERK	CC:yes-LF	GC37090, CCP 337 Employees Requested PERM for research value
602.06	Subdivision Improve Agr (includes related bonds)	PERMANENT	CLERK	CC:yes-LF	GC37090, CCP 337 Employees Requested PERM for research value
<b>C. S &amp; E 603 INVENTORY, SUPPLIES AND MAINTENANCE</b>					
603.01	Office Equipment Inventory and Manuals	destroy at will	using dept	CC:no	non-record
603.02	Office Supply Inventory and Information	destroy at will	using dept	CC:no	non-record
603.03	Vehicle Titles and Registrations	until disposed +2 years	CLERK	CC:no	GC34090
603.04	Vehicle Maintenance Records	until disposed + 2 years	PUBLIC WORKS BUILDING	CC:no	GC34090
603.05	Large Equipment Inventory and Manuals	until disposed + 2 years	using dept	CC:no	GC34090
603.06	Large Equipment Maintenance Records	until disposed + 2 years	BUILDING	CC:no	GC34090
603.07	Work Orders and Service Requests	until disposed + 2 years	issuing/receiving dept	CC:no	GC34090
603.08	Vehicle Inventory	until superseded	CLERK	CC:no	Preliminary drafts <del>non-</del> <del>record</del> , compilation
<b>700 LEGAL AND LEGISLATIVE</b>					
<b>LEGAL/LEG 701 LEGISLATIVE FILES</b>					
701.01	Minutes: CC, RDA, FA, HA, SA	PERMANENT	CLERK	CC:yes-LF	GC34090e d, 36814,- 40801
701.02	Agendas, Staff Reports and Planning Guides: CC, RDA, FA, HA, SA (including CONFIDENTIAL Closed Session reports)	paper = CY+2 yrs electronic = PERMANENT	CLERK	CC:yes-LF	GC34090 State requires 2 yrs PERM = Staff request - research value
701.03	Resolutions and Index: CC, RDA, FA, HA, SA	PERMANENT	CLERK	CC:yes-LF	GC34090e d, 40801
701.04	Ordinances and Index	PERMANENT	CLERK	CC:yes-LF	GC34090e d, 40801
701.05	<del>OPEN</del> Agenda Packets, etc: All City Ad Hoc, Advisory, SubCommittees	paper = CY+2 yrs electronic = PERMANENT	CLERK	CC:yes-LF	GC34090 State requires 2 yrs PERM = Staff request - research value
701.06	Agenda Packets, etc.: ALL Boards, Commissions, Committees	paper = CY+2 yrs electronic = PERMANENT	CLERK	CC:yes-LF	GC34090 State requires 2 yrs PERM = Staff request - research value

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<a href="#">701.07</a>	<a href="#">Minutes: Drafts of ALL Boards, Commissions, Committees</a>	<del>destroy at will</del> <del>working doc</del>	<a href="#">supporting dept</a>	CC:yes-LF	<a href="#">Preliminary Draft</a> <del>non-record</del>
701.08	Resolutions and Index: Planning Commission	PERMANENT	supporting dept	CC:yes-LF	GC34090e <del>d, 40801</del>
701.09	Successful Applications - Boards, Commissions, Committees	until expiration + 5 years	CLERK	CC:no	GC34090d, <del>40801</del>
701.10	Unsuccessful Applications - Boards, Commissions, Committees	until disposition + 2 years	CLERK	CC:no	GC34090
<a href="#">701.11</a>	<a href="#">State Legislative Info (i.e. Brown Act)</a>	until superseded	CLERK	CC:no	non-record
<a href="#">701.12</a>	<a href="#">Federal Legislative Info</a>	until superseded	CITY MANAGER	CC:no	non-record
701.13	Ethics Certificates - all elected/appointed (re GC53235.2)	until expiration + 5 years	HUMAN RESOURCES	CC:no	GC34090, <del>40801</del> , 53235.2
701.14	La Quinta Muni Code, Supplements and Charter	PERMANENT	CLERK	CC:yes-LF	GC34090
701.15	City Council Appointments to Outside Agencies + FPPC Form 806	until expiration + <del>7</del> 5 years	CLERK	CC:yes- website	<a href="#">2 CCR 18705.5; 2 CCR 18702.5(b)(3); 81009(e)</a> GC34090, <a href="#">81009(e)</a> <del>40801</del>
701.16	Historical Files and <a href="#">City Incorporation docs</a>	PERMANENT	all departments	CC:yes-LF	<a href="#">GC34090</a> historic value
701.17	City Council Member History and Vacancy History	PERMANENT	CLERK	CC:yes-shared drive	GC34090
701.18	Handbook: Boards, Commissions, Committees	until superseded + 2 years	CLERK	CC:yes-shared drive	GC34090
<a href="#">701.19</a>	<a href="#">Housing Authority By-Laws</a>	PERMANENT	CLERK	CC:yes-LF	GC34090; <del>CCP337.2</del>
<a href="#">701.20</a>	<a href="#">Financing Authority By-Laws</a>	PERMANENT	CLERK	CC:yes-LF	GC34090; <del>CCP337.2</del>
<a href="#">701.21</a>	<a href="#">Redevelopment Agency By-Laws</a>	PERMANENT	CLERK	CC:yes-LF	GC34090; <del>CCP337.2</del>
701.22	City Council / Boards / Commissions Rules of Procedure	until superseded + 2 years	CLERK	CC:yes-LF	GC34090
<a href="#">701.23</a>	<a href="#">Lobbyist Forms and Info</a>	PERMANENT	CITY MANAGER	CC:no	<a href="#">2 CCR 18615(d)</a> , <del>EC81009(b)</del>
<a href="#">701.24</a>	<a href="#">Oversight Board of Former RDA (agendas, minutes, resolutions, etc)</a>	PERMANENT	CLERK	CC:yes-LF	<a href="#">GC34090(e)</a> <del>keep a</del> <del>minimum of 20 years per</del> <del>City Attorney</del>
<a href="#">701.25</a>	<a href="#">LO Redevelopment Agency (files of all Depts)</a>	<a href="#">dissolution + 20 years</a>	CLERK	CC:partial	<a href="#">GC34090</a> <del>keep a</del> <del>minimum of 20 years per</del> <del>City Attorney</del>
<b>LEGAL/LEG 702</b>	<b>ELECTION FILES</b>				
702.01	Election Record (filed by year)	PERMANENT	CLERK	CC:no	<del>EC17130; GC22932;</del> <del>EC2653; GC34458-60;</del> GC34090
702.02	Voter Registration, Roster of Voters	current year + 5 years	CLERK	CC:no	<del>EC17000</del> ; EC17300
<a href="#">702.03</a>	<a href="#">Ballot Measures (filed by year)</a>	PERMANENT	CLERK	CC:no	<del>EC17130; GC22932;</del> <del>EC2653; GC34458-60;</del> GC34090
702.04	[OPEN] < moved to 702.07a and b				
702.05a	Election Ballots (all except 702.05b)	election date+ ½ year	CLERK	CC:no	EC17302
702.05b	Election Ballots re: Assessments, Property-related Fees ( <a href="#">Prop 218</a> )	PERMANENT	CLERK	CC:no	<a href="#">GC 53753(e)(2)</a> <del>California Constitution-</del> <del>Article XIII</del>
702.06	Oaths of Office - Elected and Appointed non-employees	until expiration + 6 years	CLERK	CC:no	GC34090; 29USC1113
702.07a	Nomination Filings, Committee, Candidate and Campaign Statements, FPPC Filings - UN-ELECTED Candidates	election date+ 5 years	CLERK	CC:no	EC17100; GC81009(b); <del>FPPC Opinions</del>



UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
702.07b	Nomination Filings, Committee, Candidate and Campaign Statements, FPPC Filings - ELECTED Candidates	PERMANENT	CLERK	CC:no	<a href="#">EC17100</a> , GC81009(b); <del>FPPC Advice Letter A-06-151</del>
702.08	Election Historical Files	PERMANENT	CLERK	CC:no	<a href="#">GC34090</a> historic value
702.09	Handbook: City Council	until superseded + 2 years	CLERK	CC:no	GC34090
702.10	Major Donor and Independent+B728 Exp. Cmte Stmts	<a href="#">current year + 7 years</a> <del>PERMANENT</del>	CLERK	CC:no	GC81009( <a href="#">c b</a> )(g)
702.11	Candidate Election Manuals	until superseded + 2 years	CLERK	CC:no	GC34090
702.12	Petitions: Recalls	8 mos after election results are certified	CLERK	CC:no	Election Code 17400(a)
702.13	Petitions: Initiatives, Referendums, Charter Amend.	8 mos after election results are certified	CLERK	CC:no	Election Code 17200(a)
<a href="#">702.14</a>	<a href="#">Candidate Statement - Fee Deferral Criteria</a>	<a href="#">until superseded + 2 years</a>	<a href="#">CLERK</a>	<a href="#">CC:no</a>	<a href="#">GC34090 Election Code</a>
<b>LEGAL/LEG 703 LEGAL INVESTIGATION AND LITIGATION</b>					
<del>703.01</del>	Requests for Public Records [moved to 706.01]				
<del>703.02</del>	[OPEN]				
703.03	Litigations (City a Party to Suit - Summons, Subpoenas)	until settled + 2 years	CLERK	CC:yes	<a href="#">GC34090 6254</a>
703.04	<del>[OPEN] Claims filed by City against others [duplicate of 510.02]</del>				
703.05	Protests / Petitions, submitted to Council	current year + 1 year	CLERK	CC:no	GC50115 & <del>6253</del>
703.06	Bankruptcy and Foreclosure Notices (non-City properties - City has an interest eg. lender, contractor, etc)	same as related file	CLERK	CC:no	<a href="#">non-records NA</a>
703.07	Legal Investigations, Civil	until closed + 2 years	CLERK	CC:no	GC34090
703.08	Subpoenas to Appear / Depositions (City not a Party)	current year + 2 years	CLERK	yes	GC34090
703.09	Subpoenas for Public Records (City not a Party)	current year + 2 years	CLERK	yes	GC34090
<b>LEGAL/LEG 704 LEGAL OPERATIONS</b>					
704.01	Legal Operations, General Reference	while current + 2 years	related dept	CC:no	GC34090
704.02	Notices of Violation / Citations / Incident Reports / Appeals: ISSUED	until settled + 2 years	issuing dept	CC:no	GC34090
704.03	Notices of Violation: RECEIVED by City	until settled + 2 years	receiving dept	CC:no	GC34090
704.04	Compliance Certification (ie Prop. 218 property fees/taxes)	current year + 2 years	PUBLIC WORKS	CC:no	<a href="#">GC 53753(e)(2)</a> <del>GC34090</del>
704.05	Judgments and Dismissals	current year + 2 years	CLERK	CC:no	GC34090
704.06	Proof of Publication (legal published notices)	current year + 2 years	publishing dept	CC:yes, PL:yes	<del>GCP343,349 et seq</del> <del>GC911.2</del> , GC 34090
704.07	Statements of Economic Interest (Form 700)	until separated + 7 years	CLERK	CC:no	GC81009(e)
<del>704.08</del>	Notices of Pendency <a href="#">and Corresponding Releases</a> - RECORDED	PERMANENT	CLERK	CC:yes	GC34090(a)
704.09	Nuisance/Weed Abatements RECORDED RESOLUTIONS (also see 1307.02)	PERMANENT	CLERK	CC:yes	GC34090(a)
704.10	Code Enforce/Animal Control: Administrative Hearings	until disposition + 2 years	BUILDING	CC:no	GC34090d
<del>704.11</del>	City Attorney Opinions <a href="#">and correspondence</a> ( <i>confidential</i> )	until superseded + 2 years	CLERK	CC:no	GC34090, <del>6254</del>
704.12	City Attorney Correspondence, General	current year + 2 years	receiving dept	CC:no	GC34090
704.13	Audio Recordings - Public Meetings	Council, RDA, FA, HA, SA, OB, Planning Com = PERMANENT All others = 5 years	recording dept	CC/PL:FTR	GC34090.7, LQ Council Resolution 2011

UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<a href="#">704.13a</a>	<a href="#">Video Recordings - Council Meetings</a>	PERMANENT (State requires 90 days)	IT SERVICES	yes: website	<a href="#">GC34090.6</a>
704.14	FPPC Regulations (not filings)	until superseded	CLERK	CC:no	<del>non-records GC34090</del>
704.15	Notary Public Certification	until separated + 5 years	CLERK	CC:no	<del>29CFT1627.3&amp;- 29CFR1602.30.32; Lbr- Rltms Sec1174; GC6250, 12946, 34090</del>
704.16	Small Claims	until settled + 5 years	CLERK	CC:no	GC34090; GC25105.5
704.17	Federal Laws (Labor, Public Works, etc.)	until superseded	interested dept	CC:no	<del>non-records reference</del>
<a href="#">704.18</a>	<a href="#">Maddy's Act Posting Lists (re B+C appointments)</a>	<a href="#">until term expiration + 5 years</a>	CLERK	CC:no	<a href="#">GC34090_40801</a>
704.19	(OPEN)				
704.20	Amicus Briefs / Amicus curiae	until settled + 2 years	CLERK	CC:no	GC34090; <del>GC25105.5</del>
704.21	(OPEN)				
704.22	Accidents Involving City Vehicles	current year + 2 years	RISK MANGEMENT	CC:no	GC34090
704.24	Public Safety Notices	current year + 2 years	CLERK	CC:no	GC34090
704.25	Conflict of Interest Code, <a href="#">Maps</a> , <a href="#">Lists</a> , <a href="#">Cases</a> , <a href="#">Opinions</a> , <a href="#">Info</a>	until superseded + 5 years	CLERK	CC:no	<a href="#">GC34090</a> FPPC Opinions
704.26	[OPEN]	until settled + 5 years	CLERK	CC:no	GC34090; GC25105.5
704.27	[OPEN] <del>Notices re: fee increases per GC 66016</del>	<del>one year</del>	<del>CLERK</del>	<del>CC: N drive</del>	<del>GC66016</del>
704.28	[OPEN]				
<a href="#">704.29</a>	<a href="#">Ticket Distribution Records (FPPC Form 802)</a>	<a href="#">7 years</a>	CLERK	CC: website	<del>GC 81009(e) FPPC- Retention Schedule</del>
<b>LEGAL/LEG 705 ASSESSMENT AND SPECIAL DISTRICTS</b>					
705.01	Assessment Districts, General (Formation, Proposals)	while current + 2 years	DESIGN & DEV	D&D:yes	GC34090
705.02	Assessment Districts, Studies	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
705.03	Assessment District 1988-01	PERMANENT	CLERK	D&D:yes	GC34090
705.04	Assessment District 1989-01	PERMANENT	CLERK	D&D:yes	GC34090
705.05	Assessment District 1989-02	PERMANENT	CLERK	D&D:yes	GC34090
705.06	Assessment District 1989-03	PERMANENT	CLERK	D&D:yes	GC34090
705.07	Assessment District 1989-04	PERMANENT	CLERK	D&D:yes	GC34090
705.08	Assessment District 1990-01	PERMANENT	CLERK	D&D:yes	GC34090
705.09	Assessment District 1991-01	PERMANENT	CLERK	D&D:yes	GC34090
705.10	Assessment District 1992-01	PERMANENT	CLERK	D&D:yes	GC34090
705.11	Assessment District 1993-01	PERMANENT	CLERK	D&D:yes	GC34090
705.12	Assessment District 1995-01	PERMANENT	CLERK	D&D:yes	GC34090
705.13	Assessment District 1997-01	PERMANENT	CLERK	D&D:yes	GC34090
705.14	Assessment District 2000-01	PERMANENT	CLERK	D&D:yes	GC34090
705.15	Assessment District 2000-02	PERMANENT	CLERK	D&D:yes	GC34090
705.16	Historic Preservation Districts	PERMANENT	PLANNING	PL:yes	GC34090
705.17	CSA 152 (Cty Service Areas Assessment- NPDES)	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
705.18	Assessment Districts, Release of Liens	PERMANENT	CLERK	No	GC34090
<a href="#">705.19</a>	<a href="#">Solid Waste Collection Assessment on Tax Rolls (Burrtec)</a>	PERMANENT	DESIGN & DEV	D&D:yes	<a href="#">GC34090</a>
<del>705.19</del>	<del>L&amp;L 89-1 - Engineer's Annual Levy Report</del>	<del>PERMANENT</del>	<del>PUBLIC WORKS</del>	<del>PW: no</del>	<del>GC34090</del>
<del>705.20</del>	<del>L&amp;L 89-1 - Annual Assessment Roll</del>	<del>PERMANENT</del>	<del>PUBLIC WORKS</del>	<del>PW: no</del>	<del>GC34090</del>
<del>705.21</del>	<del>Assesment Districts - Annual Certification to County</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>no</del>	<del>GC34090</del>
<b>LEGAL/LEG 706 PUBLIC RECORD REQUESTS</b>					

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
706.01	Requests for Public Records	until completed + 2 years	CLERK	CC:yes-shared drive (S drive) records kept electronically only	GC34090
<b>800 CONSTRUCTION AND ENGINEERING</b>					
<b>CNSTR/ENG801</b>	<b>GENERAL ADMINISTRATION</b>				
801.01	Dept <del>Stats &amp; Building Permit</del> Statistic Reports	until superseded + 2 years	DESIGN & DEV	CC:no	GC34090d
801.02	Condemnations	PERMANENT	DESIGN & DEV	CC:no	GC34030a
801.03	[OPEN] <del>Contractor Workers' Comp. Certificates (filed with Business Licenses)</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>CC:no</del>	<del>CCR14311; 15400.2-Labor Code 5405 Title 8; GC34090</del>
801.04	[OPEN] <del>Utility Clearances</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>CC:no</del>	<del>GC34090a</del>
801.05	Infrastructure Improvement Standards	PERMANENT	DESIGN & DEV	CC:no	GC34090a
<b>CNSTR/ENG802</b>	<b>ENGINEERING PERMITS AND INSPECTIONS</b>				
802.01	Permits - Encroachment	PERMANENT	DESIGN & DEV	D&D:yes	GC34090a; <del>H&amp;S19850-4003,4004</del>
802.02	[OPEN] <del>Permits - Excavation</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090a; H&amp;S19850-4003,4004</del>
802.03	Permits - Grading	PERMANENT	DESIGN & DEV	D&D:yes	GC34090a; <del>H&amp;S19850-4003,4004</del>
802.04	Permits - Mobile Home	PERMANENT	<del>BUILDING DESIGN &amp; DEV</del>	D&D:yes	GC34090a; <del>H&amp;S19850-4003,4004</del>
802.05	Permits - Haul / Oversize Vehicles	until expiration + 2 years	DESIGN & DEV	D&D:yes	GC34090d
802.06	Plan Checks	<del>destroy at will</del> <del>current year + 5 years</del>	DESIGN & DEV	D&D:yes	<del>GC34090 CC Assoc of CA</del>
802.07	Inspection <u>Daily</u> Logs	<del>PERMANENT</del> <del>current year + 5 years</del>	DESIGN & DEV	D&D:yes	<del>GC34090 CC Assoc of CA</del>
<u>802.08</u>	<u>Permits - Driveway</u>	<u>PERMANENT</u>	<u>DESIGN &amp; DEV</u>	<u>D&amp;D:yes</u>	<u>GC34090</u>
<b>CNSTR/ENG803</b>	<b>ENGINEERING MAPS, PLANS AND SPECIFICATIONS</b>				
803.01	Final Tract Maps	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.02	Final Parcel Maps	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.03	Grading Plans, Precise and Rough	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.04	Street Improvement Plans	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.05	Drainage Improvement Plans	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.06	Sewer Improvement Plans	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.07	Water Improvement Plans	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.08	Survey Maps	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
803.09	Construction Codes, Engineering	PERMANENT	DESIGN & DEV	D&D:yes	GC34090A
803.10	Standard Drawings, Engineering	PERMANENT	DESIGN & DEV	D&D:yes	GC34090A
803.11	Landscape Specifications	PERMANENT	DESIGN & DEV	D&D:yes	GC34090A
<u>803.12</u>	<u>Water Quality Management Plan</u>	<u>PERMANENT</u>	<u>DESIGN &amp; DEV</u>	<u>D&amp;D:yes</u>	<u>GC34090</u>
<b>CNSTR/ENG804</b>	<b>BUILDING PERMITS AND INSPECTIONS</b>				

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
804.01	Building Permits	PERMANENT	DESIGN & DEV	D&D:yes	GC34090a; H&S 19850; <del>4003,4004</del>
804.02	Demolition Permits (see 805.09 re: demo plans)	<del>current year + 2 years</del> PERMANENT	DESIGN & DEV	D&D:yes	<del>GC34090a; H&amp;S 19850</del> same as 804.01
804.03	<del>Logs &amp; Requests</del> —Building Inspections <a href="#">Reports</a>	current year + 2 years	DESIGN & DEV	D&D:no	GC34090d; <a href="#">CBC 104.7</a>
<del>804.04</del>	<del>[OPEN] Logs &amp; Requests—Code Enforcement Inspections</del>	<del>until case completed + 2 years</del>	<del>CODE</del>	<del>D&amp;D:no</del>	<del>GC34090d</del>
804.05	<del>[OPEN] Utility Release Logs</del>	<del>current year + 2 years</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:no</del>	<del>GC34090d</del>
804.06	Permits, temporary structures/trailers	until expired + 2 years	DESIGN & DEV	D&D:no	GC34090d
804.07	School Fee Receipts for Bldg Permits	PERMANENT	DESIGN & DEV	D&D:no	<del>GC34090a; H&amp;S 19850</del> same as 804.01
<b>CNSTR/ENG805 BUILDING PLANS AND SPECIFICATIONS</b>					
805.01	<del>[OPEN] Building Plans, Guidelines</del>	PERMANENT	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090a; H&amp;S19850</del>
805.02a	Residential Plans - FINAL - no common interest	<del>PERMANENT</del> until closed + 2 years	DESIGN & DEV	D&D:yes	GC34090a; H&S19850; <a href="#">CBC 104.7 &amp; 107.5</a>
805.02b	Residential Plans - FINAL - common interest or 3+ stories	PERMANENT	DESIGN & DEV	D&D:yes	<del>GC34090a, 4003,4004;</del> H&S 19850, <del>19853</del> , <a href="#">CBC 104.7 &amp; 107.5</a>
805.03	Multi-Family Residential Plans - FINAL	PERMANENT	DESIGN & DEV	D&D:yes	<a href="#">GC34090, H&amp;S 19850,</a> <a href="#">19853, CBC 104.7 &amp; 107.</a> <del>same as 805.02b</del>
805.04	Commercial Plans - FINAL	PERMANENT	DESIGN & DEV	D&D:yes	<a href="#">GC34090, H&amp;S 19850,</a> <a href="#">19853, CBC 104.7 &amp; 107.</a> <del>same as 805.02b</del>
805.05	Construction / Building Codes - State of CA, all editions	<del>until superseded + 2 years</del> PERMANENT	<del>DESIGN &amp; DEV</del> CLERK	CC:no	GC 50022.6 GC34090a
805.06	Permit Application Packets w/ Plans ( <a href="#">New applications</a> - prior to permit issuance)	<del>current year + 1 year</del> until expired + 2 years	DESIGN & DEV	D&D:no	GC34090a-
805.07	Building Plans (Permit Issued, No Final)	<del>PERMANENT</del> until expired + 2 years	DESIGN & DEV	D&D:no	<a href="#">GC34090, H&amp;S 19850,</a> <a href="#">19853, CBC 104.7 &amp; 107.</a> <del>same as 805.02b</del>
805.08	Address Creation Maps	PERMANENT	DESIGN & DEV	D&D:no	GC34090a
805.09	Demo Plans and Bldg Plans for demolished buildings, Res/Com	until closed + 2 years	DESIGN & DEV	D&D:yes	GC34090a; H&S19850
<b>CNSTR/ENG806 CAPITAL IMPROVEMENT PROJECTS -PLANNING</b>					
806.01	Five - Year Plan	until superseded + 2 years	CITY MANAGER	D&D:no	GC34090
806.02	Ten - Year Plan	until superseded + 2 years	CITY MANAGER	D&D:no	GC34090
<del>806.03</del>	<del>[OPEN] Projects—Design</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090-CC337.15</del>
<del>806.04</del>	<del>[OPEN] Projects—In Progress</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090-CC337.15</del>
806.05	Projects - Completed	PERMANENT	DESIGN & DEV	D&D:yes	<a href="#">GC34090</a> CC337.15
<del>806.06</del>	<del>[OPEN] Projects—Reference Only</del>	<del>destroy at will</del>	<del>interested dept</del>	<del>D&amp;D:no</del>	<del>non-record</del>
806.07	Building Plans, City Capital Projects	PERMANENT	DESIGN & DEV	D&D:yes	<a href="#">GC34090</a> CC337.15

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<a href="#">806.08</a>	<a href="#">CIP Project Number Log</a>	<a href="#">PERMANENT</a>	<a href="#">CLERK</a>	<a href="#">CC:yes-shared drive</a>	<a href="#">GC 34090, historical value; staff reference</a>
<b>CNSTR/ENG807</b>	<b>MAINTENANCE CAPITAL PROJECTS - PROJECT FILES</b>				
807.01	Street Improvements, General	until superseded	DESIGN & DEV	D&D:yes	<a href="#">GC34090 reference</a>
807.02	Street Planning, General	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.03	Street Maintenance and Repairs	current year + 2 years	<a href="#">FACILITIES</a> <del>DESIGN &amp; DEV</del>	D&D:yes	GC34090
807.04	Striping: Crosswalks, Bike Lanes	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.05	Street Naming and Signs (IISNS)	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
807.06	[OPEN]				
807.07	Medians	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.08	Sidewalks	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.09	Curbs and Gutters	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.10	Driveway Approaches	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.11	<del>[OPEN] Street Sweeping-</del>	<del>current year + 2 years</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090</del>
807.12	[OPEN]				
807.13	[OPEN]				
807.14	Street Lighting	current year + 2 years	<a href="#">FACILITIES</a> <del>DESIGN &amp; DEV</del>	D&D:yes	GC34090
807.15	Bridges and Overpasses	<a href="#">PERMANENT</a> <del>current year + 2 years</del>	DESIGN & DEV	D&D:yes	GC34090
807.16	Street Closures and Detour Plans - Temporary	current year + 2 years	DESIGN & DEV	D&D:yes	GC34090
807.17	Street Closures - Permanent (City Ownership Retained)	PERMANENT	CLERK	D&D:yes	GC34090a
<a href="#">807.18</a>	<a href="#">Right-of-Way - Case Logs</a>	<a href="#">PERMANENT</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
<b>CNSTR/ENG808</b>	<b>STORM DRAINAGE, FLOOD CONTROL, SANITATION</b>				
808.01	Storm Drain <a href="#">Atlas, Maps</a>	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
808.02	Flood Control, Projects and Studies (eg Stormwater Report by Bechtel 1989)	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
808.03	Evacuation Channels	PERMANENT	DESIGN & DEV	D&D:yes	GC34090
808.04	Floodway Maps, by FEMA	<del>destroy at will</del> <a href="#">FEMA record</a>	DESIGN & DEV	D&D:yes	not a City record
808.05	<del>Solid Waste Management, General [dup of 1200]</del> <a href="#">NPDES - National Pollution Discharge Elimination System Permit</a>	<a href="#">until superseded + 3 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">40 CFR 122.21, 122.41, 122.44</a>
808.06	Sewer and Septic Systems, General	destroy at will	DESIGN & DEV	D&D:no	<a href="#">non-record reference</a>
<a href="#">808.07</a>	<a href="#">NPDES - National Pollution Discharge Elimination System Monitoring</a>	<a href="#">3 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">40 CFR 122.21, 122.41, 122.44</a>
<b>CNSTR/ENG809</b>	<b>TRAFFIC ENGINEERING</b>				
809.01	Traffic Control, General Info	destroy at will	DESIGN & DEV	D&D:no	<a href="#">non-record reference</a>
809.02	<del>(OPEN)</del> <a href="#">Work Orders</a>	<a href="#">current year + 10 years</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a>
809.03	Traffic Signals Maintenance	current year + <del>10</del> 2 years	DESIGN & DEV	D&D:yes	GC34090
809.04	[OPEN]				
809.05	Traffic Studies and Surveys	current year + <del>10</del> 2 years	DESIGN & DEV	D&D:yes	GC34090d
809.06	Traffic Consultants / Marketing	destroy at will	DESIGN & DEV	D&D:yes	<a href="#">non-record reference</a>
809.07	Speed Zoning Studies	current year + <del>10</del> 2 years	DESIGN & DEV	D&D:yes	GC34090d
809.08	<del>[OPEN] Radar Equipment</del>	<del>until disposed + 2 years</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:yes</del>	<del>GC34090-</del>
<b>CNSTR/ENG810</b>	<b>PARKING</b>				
810.01	[OPEN]				
810.02	[OPEN]				
810.03	[OPEN]				

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
810.04	[OPEN]				
810.05	[OPEN]				
810.06	Street Parking: Limited and Restricted Zones	until superseded + 2 years	DESIGN & DEV	D&D:yes	GC34090
<b>900 <del>[OPEN]</del> RISK MANAGEMENT</b>					
<b>RISK MGMT 901</b>	<b>RISK MANAGEMENT - BUSINESS RELATED</b>	<b>[was 510]</b>			
<a href="#">901.01</a>	Claims for Damages Against the City	until disposition + 5 years	CLERK	CC:no	GC34090, <a href="#">CCP 337</a> <del>25105.5</del>
<a href="#">901.02</a>	Claims for Damage to City Property	until disposition + <del>5-7</del> years	RISK MGMT	CC:no	<a href="#">GC34090</a> , <a href="#">CCP 337</a> <del>29CFR1904.2, 1904.6</del>
<a href="#">901.03</a>	<a href="#">Litigation Against City (stemming from Claims)</a>	<a href="#">until settled + 2 years</a>	<a href="#">CLERK</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a> , <a href="#">CCP 337</a> <del>GC6254</del>
<a href="#">901.04</a>	Insurance Programs and Policies (including property schedules)	PERMANENT	RISK MGMT	CC:yes	GC34090
901.05	Indemnification Requirements for City Contracts	until superseded + 2 years	RISK MGMT	CC:yes	GC34090
<a href="#">901.06</a>	Certificates of Insurance - required by the City from Parties to Contracts, Permits, Events, etc	follow retention of file to which it relates	requiring dept	CC:no	GC34090; CCP 337
<a href="#">901.07</a>	<a href="#">Property Loss History and Summary</a>	<a href="#">until disposition + 7 years</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:yes</a>	<a href="#">GC34090</a> , <a href="#">CCP 337</a> <del>29CFR1904.2, 1904.6</del>
<a href="#">901.08</a>	<a href="#">Property Loss Control Inspections and Reports</a>	<a href="#">Closed + 5 years</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:yes</a>	<del>OMB1220-0029;</del> <del>29CFR1904.4;</del> <a href="#">GC34090</a>
<a href="#">901.09</a>	Underwriters' Reports	reference	JPIA	No	not a City record
<a href="#">901.10</a>	<a href="#">Risk and Cost-Benefit Analysis</a>	<a href="#">Closed + 5 years</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:no</a>	<del>OMB1220-0029;</del> <del>29</del> <del>CFR1904.4;</del> <a href="#">GC34090</a>
<a href="#">901.11</a>	<a href="#">Asbestos Survey Reports</a>	<a href="#">PERMANENT</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:no</a>	<del>OMB1220-0029;</del> <del>29</del> <del>CFR1904.4;</del> <a href="#">GC34090</a> , <a href="#">CCP 337</a>
<a href="#">901.12</a>	<a href="#">Retrospective Computations - Annual and Invoices</a>	<a href="#">7 years</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:no</a>	<a href="#">GC34090</a>
<a href="#">901.13</a>	<a href="#">Asset Inventory (for Insurance)</a>	<a href="#">until disposition + 7 years</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:no</a>	<a href="#">GC34090</a> , <del>29CFR1904.2, 1904.6</del>
<a href="#">901.14</a>	<a href="#">CJPIA Info - Trainings, Forms, Opinions, Manuals, Audits, etc.</a>	<a href="#">reference</a>	<a href="#">RISK MGMT</a>	<a href="#">RM:no</a>	not a City record
<b>RISK MGMT 902</b>	<b>RISK MANAGEMENT - PERSONNEL RELATED</b>	<b>moved to 902 from 510</b>			
<a href="#">902.01</a>	[OPEN] <del>HR-Claims</del>	<del>until disposition + 7 years</del>	<del>HUMAN RESOURCES</del>	<del>HR:no</del>	<del>2 CCR 11013(e);</del> <del>GC12946, 34090;</del> <del>29CFR1904.2; 29</del> <del>GC34090, CCP 337.2;</del> <del>343</del>
<a href="#">902.02</a>	[OPEN] <del>Insurance Policies &amp; Programs</del>	<del>PERMANENT</del>	<del>HUMAN RESOURCES</del>	<del>HR:no</del>	<del>GC34090, CCP 337.2;</del> <del>343</del>
<a href="#">902.03</a>	[OPEN] <del>Unemployment Insurance, General Info</del>	<del>until superseded + 2 years</del>	<del>HUMAN RESOURCES</del>	<del>HR:no</del>	<del>GC34090</del>
<a href="#">902.04</a>	[OPEN] <del>Workers' Compensation, General Info</del>	<del>until superseded + 2 years</del>	<del>HUMAN RESOURCES</del>	<del>HR:no</del>	<del>GC34090</del>
<a href="#">902.05</a>	Workers' Compensation, Case Files / <a href="#">Employee Accident and Injury Reports</a>	<a href="#">until separated + 30 years</a> <del>PERMANENT</del>	<a href="#">RISK MANAGEMENT</a> <del>HUMAN RESOURCES</del>	HR:no	<del>GC 6250 et seq;</del> <del>OMB A-</del> <del>129;</del> <del>29CFR1602.31;</del> <del>1602.32; 1627.3;</del> <del>LAB-</del> <del>rel sec 1174;</del> <del>29USC1027;</del> <del>1113</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
902.06	[OPEN] <del>C.O.B.R.A., Case files</del>	PERMANENT	HUMAN RESOURCES	HR:no	<del>GC12946, 34090- GC6250; OMB A-129; 29CFR1602.30&amp;1602.32 &amp; 1637.3; Lab-Rel Sec- 1174; 29USC1027&amp; 1113</del>
902.07	[OPEN] <del>Accident &amp; Injury Reports, Employee</del>	until disposition + 7 years	HUMAN RESOURCES	HR:no	<del>2-CCR 11013(e); GC12946, 34090- 29CFR1904.2; 29</del>
902.08	[OPEN] <del>Accident &amp; Injury Reports, Non-Employee</del>	until disposition + 7 years	HUMAN RESOURCES	HR:no	<del>GC 34090, CCP 337- 29CFR1904.2; 29</del>
902.09	[OPEN] <del>O.S.H.A.</del>	while-current + 5 years	HUMAN RESOURCES	HR:no	<del>8-CCR 3203(b)(1), OMB- 1220-0029; GC 34090-; LC 6429e OMB1220- 0029; 29CFR1904.4-; GC34090</del>
902.10	[OPEN] <del>Employee Safety Committee [see 508.08]</del>				
<b>1000 PROPERTY</b>					
<b>PROPERTY 1001 RIGHT - OF - WAYS</b>					
1001.01	Easements, Granted <b>BY</b> the City	PERMANENT	CLERK	CC:yes	GC34090a
1001.02	[OPEN] <del>was Irrevocable Offers to Dedicate, combined with 1002.01</del>				
1001.03	Encroachments	PERMANENT	DESIGN & DEV	CC:yes	GC34090a
1001.04	Easements, Granted <b>TO</b> the City	PERMANENT	CLERK	CC:yes	GC34090a
<b>PROPERTY 1002 REAL PROPERTY</b>					
1002.01	Property Acquisitions - Grant Deed TO City (property purchased)	PERMANENT	CLERK	CC:yes	GC34090a
1002.02	[OPEN]				
1002.03	Street Vacations (City ownership relinquished)	PERMANENT	CLERK	CC:yes	GC34090a
1002.04	[OPEN]				
1002.05	<del>Appraisals CV Link</del>	until disposition + 2 years PERMANENT	CLERK	CC:no	GC34090, <del>6254(h)</del>
1002.06	[OPEN]				
1002.07	Grant Deeds - Granted <b>BY</b> the City (sold property)	PERMANENT	CLERK	CC:yes	GC34090a
<b>PROPERTY 1003 BOUNDARY FILES</b>					
1003.01	City Boundary Descriptions	PERMANENT	PLANNING and CLERK	CC:yes	GC34090a
1003.02	Sphere of Influence Files	PERMANENT	CLERK	CC:yes	GC34090a
<b>PROPERTY 1004 ANNEXATIONS</b>					
1004.01	Annexation, General	until superseded	DESIGN & DEV	PL:no	non-record, reference
1004.02	Annexation, Studies and Reports (Potential)	until disposition + 10 years	DESIGN & DEV	PL:no	GC34090a; <del>GC6254</del>
1004.03	Annexations	PERMANENT	CLERK	yes	GC34090a
<b>PROPERTY 1005 SILVERROCK PROPERTY</b>					
1005.01	<a href="#">Property Ownership, Purchase and Appraisals</a>	PERMANENT	CLERK	CC: yes	<a href="#">GC34090a</a>
1005.02	<a href="#">Developers and Development Plans</a>	PERMANENT	CITY MANAGER	CM:no	<a href="#">GC34090</a>
1005.03	<a href="#">Buildings</a>	PERMANENT	CITY MANAGER	CM:no	<a href="#">GC34090</a>
1005.04	<a href="#">Facility Operations and Maintenance</a>	current year + 2 years	FACILITIES	FAC:no	<a href="#">GC34090</a>
1005.05	<a href="#">CIP Projects</a>	PERMANENT	ENGINEERING	ENG:yes	<a href="#">GC34090</a>



UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<a href="#">1005.06</a>	<a href="#">Environmental Files</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>
<a href="#">1005.07</a>	<a href="#">Maps - Parcel, GIS, APN Lists, etc</a>	<a href="#">PERMANENT</a>	<a href="#">ENGINEERING</a>	<a href="#">ENG:yes</a>	<a href="#">GC34090</a>
<a href="#">1005.08</a>	<a href="#">Master Plan and Specific Plan</a>	<a href="#">PERMANENT</a>	<a href="#">PLANNING</a>	<a href="#">PL:yes</a>	<a href="#">GC34090</a>
<a href="#">1005.09</a>	<a href="#">Legal and Recorded Records</a>	<a href="#">PERMANENT</a>	<a href="#">CLERK</a>	<a href="#">CC: yes</a>	<a href="#">GC34090a</a>
<a href="#">1005.10</a>	<a href="#">DOF - State Dept of Finance Docs (re RDA Dissolution and SRR)</a>	<a href="#">Disolution + 20 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1005.11</a>	<a href="#">Marketing, Press Releases and News Articles</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1005.12</a>	<a href="#">Committees - Council Ad Hoc and Resident Committees</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<b>1100 PUBLIC FACILITIES</b>					
<b>FACILITIES 1101</b>	<b>CITY-OWNED FACILITIES, maintenance and operation</b>				
1101.01	City-Owned Facilities, General Info	until superseded	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">Preliminary drafts non-record, reference</a>
1101.02	City Hall (construct. in project file)	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.03	Wellness Center	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.04	Libraries	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.05	Police Facilities	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.06	Fire Stations	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.07	Museums	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
1101.08	Corporate Maintenance Yard	current year + 2 years	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<a href="#">1101.09</a>	<a href="#">Swimming Pool Chemicals, Readings</a>	<a href="#">current year + 5 years</a>	<a href="#">FACILITIES BUILDING</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<b>FACILITIES 1102 PARKS, OPEN SPACE AND GOLF COURSES</b>					
1102.01	Park Studies, General and Master Plan	PERMANENT	FACILITIES	<a href="#">CS:yes</a>	<a href="#">GC34090</a>
1102.02	Parks, Specific Plans and Master Plans	PERMANENT	FACILITIES	<a href="#">CS:yes</a>	<a href="#">GC34090</a>
1102.03	Park Naming and Acceptance Dates	PERMANENT	FACILITIES & CLERK	<a href="#">CC:yes</a>	<a href="#">GC34090d</a>
1102.04	Park Operations and Maintenance	current year + 2 years	FACILITIES	<a href="#">CS:no</a>	<a href="#">GC34090d</a>
1102.05	Park Construction and Capital Improvements	PERMANENT	DESIGN & DEV	<a href="#">CC:no</a>	<a href="#">2-08-3110; GC34090a-4004; H&amp;S19850</a>
1102.06	Recreation Centers (not city-owned - <a href="#">Middle School Lighting Maintenance, etc.</a> )	<a href="#">current year + 2 years until superseded</a>	FACILITIES	<a href="#">CS:no</a>	<a href="#">GC34090</a>
1102.07	Dog Parks	<a href="#">current year + 2 years until superseded</a>	FACILITIES	<a href="#">CS:no</a>	<a href="#">GC34090</a>
1102.08	Skate Parks	<a href="#">current year + 2 years until superseded</a>	FACILITIES	<a href="#">CS:no</a>	<a href="#">GC34090</a>
1102.09	Adopt-a-Park Program	<a href="#">current year + 2 years completion + 4 years</a>	FACILITIES	<a href="#">CS:no</a>	<a href="#">GC34090; <del>ECP337</del></a>
<a href="#">1102.10</a>	<a href="#">SilverRock Golf Course</a>	<a href="#">sale of property + 2 years</a>	<a href="#">FACILITIES</a>	<a href="#">CS:no</a>	<a href="#">GC34090</a>
<b>1200 UTILITIES, COMMUNICATIONS AND TRANSPORTATION</b>					
<b>U, C &amp; T 1201</b>	<b><del>GENERAL UTILITIES (OPEN)</del></b>				
<del>1201.01</del>	<del>Public Utilities Commission - Reference Material</del>	<del>until superseded</del>	<del>interested dept</del>	<del>CC:no</del>	<del>GC34090-</del>



UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
<del>1201.02</del>	<del>Public Utilities—Underground</del>	<del>PERMANENT</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D:no</del>	<del>GC34090; 4003; 4004; H&amp;S 19850</del>
<del>1201.03</del>	<del>Easements from Property Owners to Utilities</del>	<del>PERMANENT</del>	<del>CLERK</del>	<del>CC:no</del>	<del>GC34090a</del>
<del>1201.04</del>	<del>(OPEN)</del>				
<b>U, C &amp; T 1202</b>	<b><del>GAS and ELECTRIC</del> [OPEN]</b>				
<del>1202.01</del>	<del>Southern California Gas Company</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1202.02</del>	<del>Imperial Irrigation District</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1202.03</del>	<del>Southern California Edison</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1202.04</del>	<del>Rates, Rules, Regulations &amp; Misc. Correspondence</del>	<del>until superseded + 2 years</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090d</del>
<del>1202.05</del>	<del>Solar Energy Information</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<b>U, C &amp; T 1203</b>	<b><del>WATER SERVICE</del> [OPEN]</b>				
<del>1203.01</del>	<del>Coachella Valley Water District</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1203.02</del>	<del>Rates, Rules, Regulations &amp; Misc. Correspondence</del>	<del>until superseded + 2 years</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090d</del>
<del>1203.03</del>	<del>Lake Perris Dam</del>	<del>current year + 2 years</del>	<del>CLERK</del>	<del>No</del>	<del>GC34090</del>
<b>U, C &amp; T 1204</b>	<b><del>TELEPHONE</del> [OPEN]</b>				
<del>1204.01</del>	<del>Telephone Services, Public</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1204.02</del>	<del>Telephone Services, City Facilities</del>	<del>until superseded</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1204.03</del>	<del>Communication Facilities (inclu. Cell Towers)</del>	<del>until superseded + 2 years</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090d</del>
<del>1204.04</del>	<del>Rates, Rules, Regulations &amp; Misc. Correspondence</del>	<del>until superseded + 2 years</del>	<del>interested-dept</del>	<del>CC:no</del>	<del>GC34090d</del>
<b>U, C &amp; T 1205</b>	<b><del>INTERNET and CABLE TELEVISION</del> [OPEN]</b>				
<del>1205.01</del>	<del>Television Cable Services</del>	<del>until superseded</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1205.02</del>	<del>Rates, Rules, Regulations &amp; Misc. Correspondence</del>	<del>until superseded + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090d</del>
<b>U, C &amp; T 1206</b>	<b>TRANSPORTATION</b>				
1206.01	Regional Transportation, General	until superseded	interested dept	CC:no	non-record, reference
1206.02	Transportation Uniform Mitigation Fee (TUMF)	until audited + 7 years	DESIGN & DEV	CC:no	<a href="#">GC34090</a> <del>same as DIF</del>
1206.03	Bus Shelters / SUNLINE	until superseded	DESIGN & DEV	CC:no	<a href="#">non-reference</a> reference
1206.04	Taxi Service / Auto for Hire - Licenses and Permits	until termination + 4 years	FINANCE	CC:no	GC34090
<b>U, C &amp; T 1207</b>	<b>WASTE AND RECYCLING</b>				
<a href="#">1207.01</a>	<a href="#">State Code, Legislation, and Bills</a>	<a href="#">until superseded</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">not a City record</a>
<a href="#">1207.02</a>	<a href="#">Solid Waste and Recycling Franchisees (lists, info, corresp, etc - not contracts)</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1207.03</a>	<a href="#">Green and Sustainable Policies and Programs</a>	<a href="#">until superseded + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1207.04</a>	<a href="#">Recycling Programs and CAL-Recycle</a>	<a href="#">until superseded + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1207.05</a>	<a href="#">Community Events and Outreach</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1207.06</a>	<a href="#">Rates</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CM:no</a>	<a href="#">GC34090</a>
<a href="#">1207.07</a>	<a href="#">Assessments</a>	<a href="#">PERMANENT</a>	<a href="#">FINANCE</a>	<a href="#">FIN:no</a>	<a href="#">GC34090</a>
<a href="#">1207.08</a>	<a href="#">Projects</a>	<a href="#">PERMANENT</a>	<a href="#">DESIGN &amp; DEV</a>	<a href="#">D&amp;D:yes</a>	<a href="#">GC34090</a> <del>CC337.15</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<b>1300 PUBLIC SAFETY</b>					
<b>SAFE/ENV1301</b>	<b>GENERAL ADMINISTRATION</b>				
1301.01	Public Safety, General	until superseded + 2 years	COMMUNITY RESOURCES	CC:no	GC34090
<del>1301.02</del>	<del>Environmental, General</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CC:no</del>	<del>GC34090</del>
<b>SAFE/ENV1302</b>	<b>EMERGENCY SERVICES</b>				
1302.01	Emergency Operations Center (EOC)	<u>current year + 10 years</u> <b>PERMANENT</b>	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	GC34090
1302.02	Emergency Operations Plan (Standard OP)	until superseded + 2 years	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	GC34090
1302.03	Emergency Communications (FCC Radio License)	until expiration + <u>2</u> 5-years	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	<del>GC34090 CCP337.2 &amp; CCP343; B&amp;P7042.5</del>
<u>1302.04</u>	Emergency <u>Events</u> / Disaster Reporting / <u>FEMA Claims</u> / <u>OES Claims</u>	<u>current year + 10 years</u> <del>until superseded + 2 years</del>	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	GC34090
1302.05	Hazard Materials Contingency Plans	until superseded + 2 years	<del>COMMUNITY RESOURCES</del> <b>FACILITIES</b>	CC:no	GC34090
1302.06	<u>Evacuation Plans - Public Buildings</u> <del>Community Resources Available in Emergencies</del>	until superseded + 2 years	<del>COMMUNITY RESOURCES</del> <b>FACILITIES</b>	CC:no	GC34090
1302.07	Emergency Shelters	<u>until superseded + 2 years</u> <b>PERMANENT</b>	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	GC34090
1302.08	[OPEN] <del>Mutual Aid</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CC:no</del>	<del>GC34090</del>
1302.09	[OPEN] <del>Warning System (Code Red)</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CC:no</del>	<del>GC34090</del>
1302.10	FEMA Federal Emergency Management Agency <u>Grants / Funding</u>	<u>current year + 10 years</u> <del>until superseded + 2 years</del>	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	GC34090
1302.11	[OPEN] <del>Emergency Training Programs (standards, admin.)</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CC:no</del>	<del>GC34090 CalCode 3204d et seq.</del>
1302.12	CERT Training Materials / <u>CERT and Disaster Volunteers (CERT Applications)</u>	until superseded + 2 years	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	<del>GC34090 CalCode 3204d et seq.</del>
<del>1302.13</del>	<del>CERT and Disaster Volunteers (CERT Applications)</del>	<del>until superseded + 2 years</del>	<del>COMMUNITY RESOURCES / PUBLIC SAFETY</del>	<del>CC:no</del>	<del>GC34090</del>
1302.14	Disaster Exercise Materials and Records	until superseded + 2 years	COMMUNITY RESOURCES / <b>PUBLIC SAFETY</b>	CC:no	<del>GC34090 CalCode 3204d et seq.</del>
<b>SAFE/ENV1303</b>	<b>POLICE SERVICES (PUBLIC SAFETY)</b>				
1303.01	Law Enforcement Services, General	<u>current year</u> <del>until superseded</del> + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
1303.02	Crime and Incident Reports	Sheriff record	COMMUNITY RESOURCES	CR:shared drive	non-City record
1303.03a	Accident Reports (no fatalities)	Sheriff record	COMMUNITY RESOURCES	CR:shared drive	non-City record
1303.03b	Accident Reports (involving a fatality(s))	Sheriff record	COMMUNITY RESOURCES	CR:shared drive	non-City record
1303.04	<del>Alarm Systems</del> (see 1307.10 Code Enforcement) [OPEN]				
1303.05	Vehicle Code Enforcement, copy (orig to Court)	Sheriff record	COMMUNITY RESOURCES	CR:shared drive	non-City record
1303.06	<del>Abandoned Vehicles</del> (see 1307.12 Code Enforcement) [OPEN]				
<a href="#">1303.07</a>	<a href="#">Public Safety Body Camera System (NOT Peace Officers)</a>	<a href="#">1 year</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CR:shared drive</a>	<a href="#">GC34090</a>
<a href="#">1303.08</a>	<a href="#">Public Safety Special Projects</a>	<a href="#">until completed + 2 years</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CR:shared drive</a>	<a href="#">GC34090d</a>
<b>SAFE/ENV1304</b>	<b>FIRE SERVICES</b>				
1304.01	Fire Service, General	until superseded + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090
<a href="#">1304.02</a>	<a href="#">Occupancy Files: Annual Inspections / Biennial Inspections / New Construction / Fire and Life Safety Inspections (Businesses, Hotels, etc.)</a>	<a href="#">PERMANENT</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CR: Go Enforce</a>	<a href="#">CFC 104.6 – 104.6.4; GC34090</a>
<a href="#">1304.03</a>	<a href="#">Finaled Permits - Fire</a>	<a href="#">PERMANENT</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CR:TRAKIT</a>	<a href="#">GC34090</a>
<a href="#">1304.03</a>	<a href="#">Active / Expired Permits - Fire</a>	<a href="#">until completed + 2 years</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CR:TRAKIT</a>	<a href="#">GC34090</a>
<b>SAFE/ENV1305</b>	<b>ANIMAL CONTROL</b>				
1305.01	[OPEN] <del>Animal Shelters</del>	<del>current year + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090</del>
1305.02	[OPEN] <del>Animal Licensing, General (408.04 for Lic.fees)</del>	<del>current year + 2 years</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D: shared drive</del>	<del>GC34090</del>
1305.03	[OPEN] <del>Animal Inoculations, Spay/Neuter Records (with license)</del>	<del>until expiration + 2 years</del>	<del>DESIGN &amp; DEV</del>	<del>D&amp;D: shared drive</del>	<del>FA 32003(e), PC-597.1(d); GC34090</del>
1305.04	[OPEN] <del>Animal Disposal</del>	<del>current year + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>FA 32003(e), PC-597.1(d); CCP 337 et. seq., 3 CCR 1180.15; GC34090</del>
1305.05	Animal Case Files and Logs / Hearings	current year + <del>2</del> years	COMMUNITY RESOURCES	CR:shared drive	FA 32003(e), PC 597.1(d); CCP 337 et. seq., 3 CCR 1180.15; GC34090
1305.06	Restraining Orders, Vicious Animals	<a href="#">Life of Animal + 2 years</a> <del>PERMANENT</del>	COMMUNITY RESOURCES	CR:shared drive	GC34090
<del>1305.07</del>	<del>Animal Complaints, Filed (line will be removed from schedule)</del>	<del>until completed + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090</del>
<del>1305.08</del>	<del>Petitions, Barking Dog (line will be removed from schedule)</del>	<del>current year + 1 year</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090 GC50115 &amp; 6253</del>
<del>1305.09</del>	<del>Reports, Animal Bites (line will be removed from schedule)</del>	<del>PERMANENT</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090</del>
<del>1305.10</del>	<del>Animal Owner Release Forms (line will be removed from schedule)</del>	<del>current year + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090</del>
<del>1305.11</del>	<del>Animal Control Officer Logs: daily, weekly, monthly (line will be removed from schedule)</del>	<del>current year + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<del>1305.12</del>	<del>Diseased / Injured Animal Treatment Authorization (line will be removed from schedule)</del>	<del>current year + 3-2 years</del>	<del>COMMUNITY-RESOURCES</del>	<del>CR:shared-drive</del>	<del>FA 32003(e), PC-597.1(d); CCP 337 et. seq., 3 CCR 1180.15; GC34090</del>
<del>1305.13</del>	<del>Animal Trap Lending Agreements (line will be removed from schedule)</del>	<del>until expiration + 2 years</del>	<del>COMMUNITY-RESOURCES</del>	<del>CR:shared-drive</del>	<del>GC34090</del>
<del>1305.14</del>	<del>Stat Reports: Animal Control (line will be removed from schedule)</del>	<del>destroy at will</del>	<del>COMMUNITY-RESOURCES</del>	<del>CR:shared-drive</del>	<del>non-record, compilations</del>
<b>SAFE/ENV1306</b>	<b>[OPEN] was Environmental and Conservation - moved to 1350</b>				
<del>1306.01</del>	<del>Environmental—EA files</del>				
<del>1306.02</del>	<del>Landscaping Guidelines</del>				
<del>1306.03</del>	<del>Air Quality, Tests/Studies</del>				
<del>1306.04</del>	<del>Noise Control, Tests/Studies</del>				
<del>1306.05</del>	<del>Water Quality, Tests/Studies</del>				
<del>1306.06</del>	<del>Water Conservation &amp; General Info</del>				
<del>1306.07</del>	<del>Conservation Areas</del>				
<del>1306.08</del>	<del>Hazardous Waste, General Info</del>				
<del>1306.09</del>	<del>Underground Storage Tanks, locations/issues</del>				
<del>1306.10</del>	<del>Energy Conservation, General Info</del>				
<del>1306.11</del>	<del>City Wide Clean Up Campaigns</del>				
<del>1306.12</del>	<del>Tree Trimming &amp; Removal</del>				
<del>1306.13</del>	<del>Waste Collection &amp; Recycling, General Info [dup of 1207]</del>				
<del>1306.14</del>	<del>Landfills, General Info</del>				
<del>1306.15</del>	<del>Archaeological Surveys</del>				
<del>1306.16</del>	<del>C.E.Q.A.: Calif. Environmental Quality Act</del>				
<del>1306.17</del>	<del>Endangered Species</del>				
<del>1306.18</del>	<del>CV Multi-Species Habitat Conservation Plan</del>				
<b>SAFE/ENV1307</b>	<b>CODE ENFORCEMENT AND PERMITS</b>				
1307.01	Abatements, Weed - General (also see 704.09)	<del>current year until superseded</del> + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090
1307.02	Abatements, Weed, <a href="#">Property, Vehicle</a> - Case Files (also see 704.09)	until closed + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090
1307.03	Permits - Home Occupation / Home Businesses	PERMANENT	COMMUNITY RESOURCES	CR:shared drive	GC34090 PERM per dept request
1307.04	Permits - Garage Sale	until expiration + 2 years	DESIGN & DEV	D&D:TRAKiT	GC34090d
1307.05	Permits - Handbill Distribution	until expiration + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090d
1307.06	Permits - Soliciting or Peddling	until expiration + 2 years	<del>DESIGN &amp; DEV</del> <del>COMMUNITY-RESOURCES</del>	<del>D&amp;D:TRAKiT</del> <del>CR:shared-drive</del>	GC34090d
1307.07	Permits - Photography / Film	until expiration + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090d
1307.08	Permits - Pool Draining	until expiration + 2 years	DESIGN & DEV	D&D:TRAKiT	GC34090d
1307.09	Permits - Massage Therapist <a href="#">Backgrounds, Enforcement and Inspections</a> <del>incl Med, Fingerprint</del>	until expiration + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090d
1307.10	False Alarm Activations and Notices - Case Files	current year + 2 years	COMMUNITY RESOURCES	CR:shared drive	GC34090
1307.11	<del>[OPEN] Abatements, Lots—Case Files</del>	<del>until settled + 2 years</del>	<del>COMMUNITY-RESOURCES</del>	<del>CR:shared-drive</del>	<del>GC34090d</del>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
1307.12	<del>[OPEN] Abatements, Vehicles - Case Files</del>	<del>until settled + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CR:shared drive</del>	<del>GC34090d</del>
1307.13	Municipal Code Violations - Case Files	<u>until closed + 2 years</u> <del>PERMANENT</del>	COMMUNITY RESOURCES	CR:shared drive	<u>GC34090</u> PERM per dept request ( <del>State requires completed +2</del> )
1307.14	Stat Reports: Code Compliance	destroy at will	COMMUNITY RESOURCES	CR:shared drive	<u>Preliminary draft</u> <del>non-record</del> , compilations
<u>1307.15</u>	<u>Permits - Golf Carts</u>	<u>until completed + 2 years</u>	<u>DESIGN &amp; DEV</u>	<u>D&amp;D:TRAKIT</u>	<u>GC34090</u>
<u>1307.16</u>	<u>Short-Term Vacation Rental Property Cases</u>	<u>until completed + 2 years</u>	<u>COMMUNITY RESOURCES</u>	<u>CR:shared drive</u>	<u>GC34090</u>
<u>1307.17</u>	<u>Administrative Hearings (file with Case Files)</u>	<u>until settled + 2 years</u>	<u>COMMUNITY RESOURCES</u>	<u>CR:shared drive</u>	<u>GC34090d</u>
<u>1307.18</u>	<u>Code Compliance Outreach Campaigns</u>	<u>current year + 2 years</u>	<u>COMMUNITY RESOURCES</u>	<u>CR:shared drive</u>	<u>GC34090</u>
<u>1307.19</u>	<u>Festivals and Events - Code Operations</u>	<u>current year + 2 years</u>	<u>COMMUNITY RESOURCES</u>	<u>CR:shared drive</u>	<u>GC34090</u>
<b>1350 ENVIRONMENTAL AND CONSERVATION</b>					
<b>ENV/CONS 1351</b>	<b>ENVIRONMENTAL AND CONSERVATION</b>	<b>[was 1306]</b>			
1351.01	Environmental - EA files ( <u>Environmental Assessment</u> )	PERMANENT	PLANNING	PL:yes	GC34090
1351.02	Landscaping Guidelines	until superseded + 2 years	PLANNING	PL:no	GC34090 & 40801
1351.03	Air Quality, Tests/Studies	while current + 2 years	PLANNING	PL:no	GC34090d
1351.04	Noise Control, Tests/Studies	while current + 2 years	PLANNING	PL:no	GC34090d
1351.05	Water Quality, Tests/Studies	while current + 2 years	<u>PUBLIC WORKS</u> <del>PLANNING</del>	CC:no	GC34090d
1351.06	Water Conservation - <u>Programs and</u> General Info	<u>while current + 2 years</u>	<u>PLANNING and CITY MANAGER</u>	<u>CC:no</u>	<u>GC34090d</u>
1351.07	Conservation Areas	PERMANENT	PLANNING	CC:no	GC34090
1351.08	Hazardous Waste, General Info	until superseded	PLANNING and CITY MANAGER	CC:no	GC34090
1351.09	Underground Storage Tanks, locations/issues	PERMANENT	BUILDING	B+S:no	GC34090
1351.10	Energy Conservation, General Info	until superseded	PLANNING and CITY MANAGER	CC:no	GC34090
1351.11	City-Wide Clean Up Campaigns	while current + 2 years	PUBLIC WORKS	PW:no	GC34090
1351.12	Tree Trimming and Removal	current year + 2 years	PUBLIC WORKS	PW:no	GC34090
1351.13	<del>Waste Collection &amp; Recycling, General Info</del> [dup of 1207]	destroy at will	CITY MANAGER	CC:no	non-record, reference
1351.14	Landfills, General Info	destroy at will	PLANNING	CC:no	non-record, reference
1351.15	Archaeological Surveys	PERMANENT	PLANNING	PL:no	GC34090
<del>1351.16</del>	<del>C.E.Q.A.- Calif. Environmental Quality Act</del>	<del>PERMANENT</del>	<del>PLANNING</del>	<del>PL:no</del>	<del>Not City records</del>
<del>1351.17</del>	<del>Endangered Species</del>	<del>PERMANENT</del>	<del>PLANNING</del>	<del>PL:no</del>	<del>Not City records</del>
<del>1351.18</del>	<del>CV Multi-Species Habitat Conservation Plan</del>	<del>PERMANENT</del>	<del>PLANNING and CITY MANAGER</del>	<del>PL:no</del>	<del>Not City records</del>
<b>1400 ARTS, RECREATION, AND EDUCATION</b>					
<b>ART/REC 1401</b>	<b>CULTURAL ARTS</b>				
1401.01	Art in Public Places - fund, program, inventory, receipts	PERMANENT	COMMUNITY RESOURCES	CS:yes	<u>GC34090</u> Dept request-historic (State requires 2 yrs)
1401.02	<del>(OPEN)</del> <u>Community Services Grants (City General Fund to Non-Profits)</u>	<u>current year + 5 years</u>	<u>COMMUNITY RESOURCES</u>	<u>CS:yes</u>	<u>GC34090</u>

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
1401.03	Cultural Master Plans / <a href="#">Cultural Center Master Plans</a>	until superseded + 2 years	COMMUNITY RESOURCES	CS:yes	GC34090
1401.04	Performing Arts	current year + 2 years	COMMUNITY RESOURCES	CS:yes	GC34090
1401.05	Art Foundations, <a href="#">Associations, Organizations, Committees</a>	current year + 2 years	COMMUNITY RESOURCES	CS:yes	GC34090
1401.06	<a href="#">Library and</a> Museum <del>&amp; Cultural Centers</del>	current year + 2 years	COMMUNITY RESOURCES	CS:yes	GC34090
<del>1401.07</del>	<del>Tourism &amp; Visitor Centers</del>	<del>current year + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CS:yes</del>	<del>GC34090</del>
<b>ART/REC 1402 RECREATION PROGRAMS AND ACTIVITIES EXPERIENCES</b>					
1402.01	Recreation Programs and Program Evaluations	current year + 2 years	COMMUNITY RESOURCES	CS:no	GC34090
<del>1402.02</del>	<del>Golf Courses, Public</del>	<del>until completed + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CS:no</del>	<del>GC34090</del>
<del>1402.03</del>	<del>Skateboarding, Rollerskating, BMX Biking</del>	<del>until completed + 2 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CS:no</del>	<del>GC34090</del>
1402.04	Trails, Hiking, Biking, Equestrian	until completed + 2 years	COMMUNITY RESOURCES	CS:no	GC34090
1402.05	<a href="#">Experiences:</a> Parades, Pageants and Community Events	until completed + 2 years	COMMUNITY RESOURCES	CS:no	GC34090
<del>1402.06</del>	<del>Equipment Rentals</del>	<del>until audited + 7 years</del>	<del>COMMUNITY RESOURCES</del>	<del>CS:no</del>	<del>GC34090</del>
1402.07	Rentals and Permits - Park and Facility Use	current year + 2 years	COMMUNITY RESOURCES	CS:no	GC34090
1402.08	Registrations, Adults	while current + 2 years	COMMUNITY RESOURCES	CS:no	GC34090
1402.09	Registrations, Minors	<a href="#">while current</a> age-18 + 2 years	COMMUNITY RESOURCES	CS:no	GC34090 & Statute of Limitation
<a href="#">1402.10</a>	<a href="#">Wellness Center Administration</a>	<a href="#">current year + 2 years</a>	<a href="#">COMMUNITY RESOURCES</a>	<a href="#">CS:no</a>	<a href="#">GC34090d</a>
<b>ART/REG 1403 EDUCATION</b>					
<del>1403.01</del>	<del>Desert Sands Unified School District</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1403.02</del>	<del>Coachella Valley Unified School District</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1403.03</del>	<del>LaQuinta High School</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1403.04</del>	<del>College of the Desert</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1403.05</del>	<del>Univ. of Calif. Riverside, Palm Desert Campus</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1403.06</del>	<del>Cal State San Bernardino</del>	<del>current year + 2 years</del>	<del>CITY MANAGER</del>	<del>CC:no</del>	<del>GC34090</del>
<b>1500 GOVERNMENT ORGANIZATIONS AND OFFICES</b>					
<b>GOV/ORG 1501 UNITED STATES / FEDERAL DEPARTMENTS &amp; ORGANIZATIONS &amp; OFFICES</b>					
<del>1501.01</del>	<del>US DOT &amp; CalTRANS</del>	<del>current year + 2 years</del>	<del>interested dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1501.02</del>	<del>US Dept of Housing (HUD)</del>	<del>current year + 2 years</del>	<del>interested dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1501.03</del>	<del>US Dept of Fish &amp; Game</del>	<del>current year + 2 years</del>	<del>interested dept</del>	<del>CC:no</del>	<del>GC34090</del>
<del>1501.04</del>	<del>US Bureau of Land Management</del>	<del>current year + 2 years</del>	<del>interested dept</del>	<del>CC:no</del>	<del>GC34090</del>
<b>GOV/ORG 1502 STATE OF CALIFORNIA DEPARTMENTS, ORGANIZATIONS, AND OFFICES</b>					
1502.01	(LIST ALPHABETICALLY)	current year + 2 years	interested dept	CC:no	GC34090

UFFS	Description	TOTAL	Primary	Scan /	Citation
Number		RETENTION	Responsibility	Image	
<b>GOV/ORG 1503</b>	<b>LOCAL AND REGIONAL ORGANIZATIONS</b>				
1503.01	Local Agency Formation Commission (LAFCO)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.02	PS Desert Resorts Conv and Visitors Authority: CVA	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.03	PS International Airport Commission	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.04	Coachella Valley Enterprise Zone Authority	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.05	Western Riverside Council of Gov't (WRCOG)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.06	Coachella Valley Recreation and Parks District	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.07	So. Calif. Association of Governments (SCAG)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.08	Coachella Valley Mts Conservancy Commission	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.09	Salton Sea Authority	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.10	Coachella Valley Assoc. of Governments (CVAG)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.11	Coachella Valley Economic Partnership (CVEP)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.12	Coachella Valley Mosquito and Vector District	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.13	Coachella Valley Joint Powers Insurance Authority	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.14	Jacqueline Cochran Regional Airport Authority	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.15	Chamber of Commerce, La Quinta	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.16	Chambers of Commerce, Other Areas	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.17	South Coast Air Quality Management District	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.18	(OPEN)				
1503.19	Cal PERS	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.20	Coachella Valley Rescue Mission	current year + 2 years	CITY MANAGER	CC:no	GC34090
1503.21	Marth's Village and Kitchen	current year + 2 years	CITY MANAGER	CC:no	GC34090
<a href="#">1503.22</a>	<a href="#">Concerned Citizens of La Quinta organization</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<a href="#">1503.23</a>	<a href="#">Soboba Band of Luiseño Indians</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<a href="#">1503.24</a>	<a href="#">Cove Neighborhood Association</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<a href="#">1503.25</a>	<a href="#">"Next Door" Neighborhood Communications</a>	<a href="#">current year + 2 years</a>	<a href="#">CITY MANAGER</a>	<a href="#">CC:no</a>	<a href="#">GC34090</a>
<b>GOV/ORG 1504</b>	<b>RIVERSIDE COUNTY DEPARTMENTS, ORGANIZATIONS, AND OFFICES</b>				
1504.01	Riverside County, General	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.02	County Recorder and County Clerk	current year + 2 years	CLERK	CC:no	GC34090
1504.03	Auditor / Controller	current year + 2 years	FINANCE	CC:no	GC34090
1504.04	Board of Supervisors and Executive Office	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.05	Office of Disaster Preparedness	current year + 2 years	BUILDING	CC:no	GC34090
1504.06	Flood Control / Water Conservation District	current year + 2 years	PUBLIC WORKS	CC:no	GC34090
1504.07	Housing and Community Development Dept.	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.08	Public Works Department	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.09	Registrar of Voters	current year + 2 years	CLERK	CC:no	GC34090
1504.10	Sheriff's Department	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.11	Traffic Advisory Commission	current year + 2 years	PUBLIC WORKS	CC:no	GC34090
1504.12	Treasurer / Tax collector	current year + 2 years	FINANCE	CC:no	GC34090
1504.13	Public Health Services	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.14	Riverside Cty Transportation Commission (RCTC)	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.15	Department of Animal Control	current year + 2 years	BUILDING	CC:no	GC34090
1504.16	Economic Development Program	while current + 2 years	CITY MANAGER	CC:no	GC34090
1504.17	Department of Planning and Land Use	current year + 2 years	PLANNING	CC:no	GC34090
1504.18	Assessor's Office	current year + 2 years	FINANCE	CC:no	GC34090
1504.19	Department of Social Services	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.20	Riverside County Library System	current year + 2 years	COMMUNITY RESOURCES	CC:no	GC34090
1504.21	Department of Parks and Recreation	current year + 2 years	FACILITIES DEPT	CC:no	GC34090
1504.22	County Court System	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.23	Department of Vector Control	current year + 2 years	CITY MANAGER	CC:no	GC34090



UFFS Number	Description	TOTAL RETENTION	Primary Responsibility	Scan / Image	Citation
1504.24	Fire Department	current year + 2 years	CITY MANAGER	CC:no	GC34090
1504.25	Riverside Cty Airport Land Use Commission / COCHRAN Regional airport	current year + 2 years	CITY MANAGER	CC:no	GC34090
<b>GOV/ORG 1505</b>	<b>INTER / INTRA CITY FILES</b>				
	(LIST ALPHABETICALLY)	current year + 2 years	interested dept	CC:no	
<b>GOV/ORG 1506</b>	<b>INTERNATIONAL OFFICES AND ORGANIZATIONS</b>				
	(LIST ALPHABETICALLY)	current year + 2 years	interested dept	CC:no	



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CONTRACT SERVICES AGREEMENTS WITH NV5, INC AND THE ALTUM GROUP FOR ON-CALL CONSTRUCTION SURVEYING SERVICES

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### RECOMMENDATION

Approve Contract Services Agreements with NV5, Inc. and The Altum Group for on-call construction surveying services; authorize the City Manager to execute the agreements.

### EXECUTIVE SUMMARY

- Construction projects often require surveying services, which necessitate skilled specialists.
- Staff solicited proposals for these services from qualified firms; NV5 Inc. and The Altum Group were the best qualified firms to provide these services.
- Each agreement would be approved for an amount not to exceed \$150,000 per year for a three-year term, which provides the flexibility to use one or both firms depending on work demand.

### FISCAL IMPACT

These combined contracts could cost up to \$150,000 annually, or a total of \$450,000 during the three-year terms. Funds are available in the Capital Improvement Project (CIP) technical account for these services (401-0000-60108). The total amount budgeted for 2019/20 is \$150,000 for these services; Staff cannot exceed the \$150,000 budget without Council approval.

### BACKGROUND/ANALYSIS

In May 2019, the City received four proposals in response to the on-call construction survey services request for proposals. Staff reviewed the proposals and both NV5, Inc. and The Altum Group were selected as the top ranked firms; NV5, Inc. (Attachment 1) and The Altum Group (Attachment 2) were the most cost effective and qualified firms. CASC and Albert A. Webb Associates also submitted proposals.

The contract authority would allow Staff to utilize either consultant for the full "not to exceed" budget of \$150,000; the monthly invoices would be tracked to ensure that the \$150,000 annual budget for these services is not exceeded.

Staff requests this flexibility to allow the use of one firm when the other firm cannot respond due to prior commitments.

### **ALTERNATIVES**

Council could elect not to approve one or both agreements.

Prepared by: Julie Mignogna, Management Analyst

Approved by: Bryan McKinney, P.E., City Engineer

Attachments:     1. Agreement with NV5, Inc.  
                      2. Agreement with The Altum Group

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and NV5, Inc. a California Corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Construction Surveying Services as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from

the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Fifty Thousand Dollars (**\$150,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and The Altum Group, of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled

to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Carmen Kasner, PE  
Tel No. (858)385-2131  
E-mail: carmen.kasner@nv5.com
- (b) Jay Fahrion, PLS
- (c) Tel No. (760)341-3101  
Email: jay.fahrion@nv5.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein,



except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein

will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned

designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials

hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, reuse, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with

personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting

Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Carmen Kasner, PE  
Regional Managing Director  
NV5, Inc.  
42-829 Cook Street, Suite 104  
Palm Desert, CA 92211

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.



10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager City  
of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### Services to be Provided:

1. **Survey Control** – will be sufficiently marked and will be preserved and protected, monuments protected or replaced as needed.
2. **Clearing/Removals** – one set of reference stakes or marks at 200-foot intervals on tangent line and 100 foot on curves will be set along the limits of the construction area or Right-of-Way for clearing purposes.
3. **Rough Grade** – (A) One set of grid stakes at 50-foot intervals. Stakes will indicate cut or fill to finish grad as shown on approved mass grading plan. (B) One set of stakes at 25-foot intervals and all angle points with appropriate cut or fill. (C) Provide one set of offset stakes for sidewalks at 25- f o o t intervals, grade breaks and angle points with cut or fill to finish surface.
4. **Finish Grade** – (A) Provide one set of stakes to delineate at 25-foot intervals and all angle points with appropriate cut or fill. (B) Provide one set of offset stakes for sidewalk at 25- f o o t intervals, grade breaks and angle points with grades to finish surface. (C) Provide one Blue Top for building pad. Stake to be set at pad grade. (D) Pad Certifications – prior to construction of improvements, provide inspection services necessary to provide certification of pad grade as shown on the approved grading plan.
5. **Retaining/Garden Wall** – Provide one set of offset, line and grade stakes for wall construction set at 50-foot intervals with appropriate cut or fill to top of footing.
6. **Bridge Structures** – Provide one set of stakes for foundation layout and deck grades.
7. **Entrance Structures** – Provide one set of stakes with appropriate cut or fill for the construction of entrance structures.
8. **Building Foundations** – Provide one set of stakes at an offset of 10' x 10' to the building corners, one stale per corner with grades to the finish pad.
9. **Water, Sewer, Storm Drain, or Irrigation Lines** – Provide one set of offset stakes at 50-foot intervals with grades to finish surface.

10. **Drainage Boxes** – Provide one set of stakes at a 5-foot offset to centerline of box with grades to top of grate.
11. **Tree Locations** – Provide one stake at centerline of each tree location.
12. **Project Administration** – The Surveyor of Work shall be available during the length of the project to address any questions or concerns which may arise. Three sets of Grade Sheets shall be prepared and submitted to the City of La Quinta within 48 hours of receipt of the “Staking Request” for the said work.
13. **Office Calculations** – Calculations as necessary to provide the field survey crews with data as needed for staking and supervision as required.

ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,



bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1:	\$150,000.00
"Not to exceed" Year 2:	\$150,000.00
"Not to exceed" Year 3:	\$150,000.00

	<u>Possible Extended Term:</u>
"Not to exceed" Year 4:	\$150,000.00
"Not to exceed" Year 5:	\$150,000.00

**Rate Schedule:**

**Technical Services**

Engineering Aide/Planning Aide .....	\$55.00/hour
Project Assistant .....	\$70.00/hour
Project Administrator .....	\$85.00/hour
CADD Technician I .....	\$90.00/hour
CADD Technician II .....	\$110.00/hour
CADD Technician III .....	\$115.00/hour
Senior CADD Technician/Designer .....	\$120.00/hour
Design Supervisor .....	\$130.00/hour

**Professional**

Junior Engineer/Planner/Surveyor .....	\$75.00/hour
Assistant Engineer/Planner/Surveyor .....	\$100.00/hour
Associate Engineer/Planner/Surveyor .....	\$115.00/hour
Senior Engineer/Planner/Surveyor .....	\$130.00/hour
Manager .....	\$165.00/hour
Structural Engineer .....	\$150.00/hour
Associate .....	\$165.00/hour
Principal .....	\$210.00/hour

**Field:**

**Prevailing Wages Surveying**

1-Person Survey Crew .....	\$150.00/hour
2-Person Survey Crew .....	\$240.00/hour

**Non-Prevailing Wages Surveying**

1-Person Survey Crew .....	\$120.00/hour
2-Person Survey Crew .....	\$175.00/hour
Survey Manager .....	\$160.00/hour

**Expenses:**

Plotting and In-house Reproduction .....	1.15 x Cost
Subsistence .....	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts .....	1.15 x Cost
Mileage – Outside local area .....	Per accepted IRS rate

Rates based on “Prevailing Wage” for Construction Management and Surveying will be determined by Project and County per California law. Prevailing Wage rates may require adjustment based upon new rate determination by the Department of Industrial Relations. All other rates are effective through June 30, 2022. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.

**Indirect: 1.63%**

**Profit: 9%**

Note: Reimbursables will not be paid unless pre-approved

Exhibit C  
Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$2,000,000 (per occurrence)  
\$4,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$2,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other



agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. Consultant's Services are subject to Civil Code Section 2782.8, the below indemnity shall be limited to the extent required by Civil Code Section 2782.8. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and The Altum Group, an S Corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Construction Surveying Services as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from



the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Fifty Thousand Dollars (**\$150,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and NV5, Inc., of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled

to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Steve Heise  
Tel No. (760)346-4750  
E-mail: [steve.heise@thealtumgroup.com](mailto:steve.heise@thealtumgroup.com)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for

City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service.

Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be

authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is

providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without

specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or



received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs,

liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same

to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Steve Heise, PLS  
The Altum Group  
73-710 Fred Waring Dr., Suite 219  
Palm Desert, CA 92260

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### Services to be Provided:

1. **Survey Control** – will be sufficiently marked and will be preserved and protected, monuments protected or replaced as needed.
2. **Clearing/Removals** – one set of reference stakes or marks at 200-foot intervals on tangent line and 100 foot on curves will be set along the limits of the construction area or Right-of-Way for clearing purposes.
3. **Rough Grade** – (A) One set of grid stakes at 50-foot intervals. Stakes will indicate cut or fill to finish grad as shown on approved mass grading plan. (B) One set of stakes at 25-foot intervals and all angle points with appropriate cut or fill. (C) Provide one set of offset stakes for sidewalks at 25- f o o t intervals, grade breaks and angle points with cut or fill to finish surface.
4. **Finish Grade** – (A) Provide one set of stakes to delineate at 25-foot intervals and all angle points with appropriate cut or fill. (B) Provide one set of offset stakes for sidewalk at 25- f o o t intervals, grade breaks and angle points with grades to finish surface. (C) Provide one Blue Top for building pad. Stake to be set at pad grade. (D) Pad Certifications – prior to construction of improvements, provide inspection services necessary to provide certification of pad grade as shown on the approved grading plan.
5. **Retaining/Garden Wall** – Provide one set of offset, line and grade stakes for wall construction set at 50-foot intervals with appropriate cut or fill to top of footing.
6. **Bridge Structures** – Provide one set of stakes for foundation layout and deck grades.
7. **Entrance Structures** – Provide one set of stakes with appropriate cut or fill for the construction of entrance structures.
8. **Building Foundations** – Provide one set of stakes at an offset of 10' x 10' to the building corners, one stale per corner with grades to the finish pad.
9. **Water, Sewer, Storm Drain, or Irrigation Lines** – Provide one set of offset stakes at 50-foot intervals with grades to finish surface.



10. **Drainage Boxes** – Provide one set of stakes at a 5-foot offset to centerline of box with grades to top of grate.
11. **Tree Locations** – Provide one stake at centerline of each tree location.
12. **Project Administration** – The Surveyor of Work shall be available during the length of the project to address any questions or concerns which may arise. Three sets of Grade Sheets shall be prepared and submitted to the City of La Quinta within 48 hours of receipt of the “Staking Request” for the said work.
13. **Office Calculations** – Calculations as necessary to provide the field survey crews with data as needed for staking and supervision as required.

ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,

bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1:	\$150,000.00
"Not to exceed" Year 2:	\$150,000.00
"Not to exceed" Year 3:	\$150,000.00

	<u>Possible Extended Term:</u>
"Not to exceed" Year 4:	\$150,000.00
"Not to exceed" Year 5:	\$150,000.00

## **Rate Schedule:**

### **Billing**

Altum will submit billing to the City for all work done by the end of the billing period on a monthly basis with a status report listed by task along with a percentage complete.

### **Minimum Time Rate**

Altum has a two (2) hour minimum time charge per project.

### **Overtime Pay**

Altum's normal hours of work are Monday through Friday from 8am-5pm. Any work over eight (8) hours in a day will be paid at a time and a half rate, and if a Saturday is needed then it will be billed at a time and a half rate. If the City needs Altum to work on a Sunday or Holiday that Altum observes the rate charged will be double time.

### **Holidays**

Listed below are the holidays that Altum's personnel does not work:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

### **Hourly Rate Schedule**

Listed below is The Altum Group's 2019 Schedule of Hourly Rates for the On-Call work program. This hourly rate schedule shall be used in invoicing for progress payments and extra work incurred that is not part of this contract. All extra work will require prior approval from the City.

<u>Staff Member</u>	<u>Hourly Rate</u>
Principal	\$184.00
Director	\$163.00
Senior Project Manager	\$158.00
Project Manager	\$152.00
Assistant Project Manager	\$142.00
Senior Associate	\$131.00

<u>Staff Member</u>	<u>Hourly Rate</u>
Associate	\$116.00
Assistant	\$90.00
Project Coordinator	\$79.00
Administrative Assistant/Clerical	\$58.00
Intern	\$37.00
Subsurface Utility Locator - Non Prevailing	\$90.00
Subsurface Utility Locator - Prevailing	\$125.00
Survey Crew - Non Prevailing	\$225.00
Survey Crew - Prevailing	\$275.00

Survey Crew Rates:

Hourly rates include standard 2-man crew, 1-man robotic crew and 1-man GPS crew.

Reimbursables Expenses:

Mileage is billed at IRS business rate plus 15%

Printing, reproduction, etc. are billed at direct cost plus 15%

**Indirect Cost and Profit: 1.84%**

Profit and cost rate percentages are good for the 3-year contact period.

Note: Reimbursables will not be paid unless pre-approved



Exhibit C  
Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$2,000,000 (per occurrence)  
\$4,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$2,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions

identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CONTRACT SERVICES AGREEMENTS WITH HR GREEN PACIFIC AND WILLDAN ENGINEERING FOR ON-CALL PUBLIC WORKS DEVELOPMENT PLAN CHECK SERVICES

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### **RECOMMENDATION**

Approve Contract Services Agreements with HR Green Pacific, Inc. and Willdan Engineering, Inc. for on-call public works development plan check services; authorize the City Manager to execute the agreements.

### **EXECUTIVE SUMMARY**

- The Public Works Development Services Division uses on-call plan check consultants during peak workloads.
- Staff solicited proposals for these services from qualified firms; HR Green Pacific and Willdan were the best qualified firms to provide these services.
- Each agreement would be approved for a not to exceed amount of \$100,000 per year for a three-year term, which provides the flexibility to use one or both firms depending on work demand.

### **FISCAL IMPACT**

These combined contracts could cost up to \$100,000 annually, or a total of \$300,000 during the three-year terms. Funds are available in the Public Works Development Services Plan Check budget for these services (101-7002-60183). The total amount budgeted for 2019/20 is \$100,000 for these services; Staff cannot exceed the \$100,000 budget without Council approval.

### **BACKGROUND/ANALYSIS**

In May 2019, the City received four proposals in response to a public works on-call plan check services request for proposals. Staff reviewed the proposals and both HR Green Pacific and Willdan Engineering were selected as the top ranked firms; HR Green Pacific (Attachment 1) and Willdan Engineering (Attachment 2) were the most cost effective and qualified firms. Interwest Consulting and NV5, Inc. also submitted proposals.

The contract authority would allow Staff to utilize either consultant for a “not to exceed” budget of \$100,000; the monthly invoices would be tracked to ensure that the \$100,000 annual budget for these services is not exceeded. Staff

requests this flexibility to allow the use of one firm when the other firm cannot respond due to prior commitments.

### **ALTERNATIVES**

Council could elect not to approve one or both agreements.

Prepared by: Julie Mignogna, Management Analyst

Approved by: Bryan McKinney, P.E., City Engineer

Attachments:      1. Agreement with HR Green Pacific, Inc.  
                          2. Agreement with Willdan Engineering, Inc.

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and HR Green Pacific, A Corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Public Works Development Plan Check as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "professional standards" shall mean those standards of care consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, and hold City, its elected officials, officers, employees, and agents, free and harmless against

any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property to the extent caused by the negligent services of the consultant, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from



the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Thousand Dollars (**\$100,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms. (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and Willdan, of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any

additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) George Wentz, PE, Vice President  
Tel No. 855-900-4742  
E-mail: gwentz@hrgreen.com
- (b) Tina York, PE  
Tel No. 855-900-4742  
Email: tyork@hrgreen.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein,

except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein

will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned

designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials

hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with



personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting

Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the

appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

HR Green Pacific  
George Wentz  
1260 Corona Pointe Court, Suite 305  
Corona, CA 92879

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed

for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### 1. Services to be Provided:

#### Plan Checking Scope of Services

Improvement plan checking will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading and precise grading plans
- Street Improvement Plans including street widening, rehabilitation and new street plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including Fugitive Dust Control (PM10) Plans, Storm Water Pollution and Prevention Plans
- Water Quality Management Plans
- Erosion and Sediment Control Plans

#### The tasks of the plan checker include:

- To check for design conformance to:
  - The approved Tentative Map
  - Related Specific Plans
  - General Plan and City Ordinances
  - Conditions of Approval
  - City Standards
  - Americans with Disabilities (ADA) Standards
  - The City's Subdivision Plan Check Lists
  - Other Agency Requirements such as Riverside County Flood Control District (RCFCD), Coachella Valley Water District (CVWD) and CalTrans
- To review plans for sound engineering practices.
- To check for accuracy of design in conformance with the City's most current Plan Check Lists.
- To check general mathematics and design criteria.



- To call for redesign of any portion of plans that:
  - Will not function due to poor engineering.
  - Is not consistent with the Approved Tentative Map or Conditions of Approval.
  - Will be potentially unsafe to the public.
  - Is impractical to construct.

**Orientation:**

Consultant shall meet with City staff to:

- learn the City development plan check process;
- acquire text files and boiler plate documents as they apply;
- acquire understanding of key issues that need attention during the plan check process;
- establish ongoing operating procedures between City staff and the Consultant for the on-call services.

**On-Call Services:**

- Report to City Hall when called upon to pick up project documents for review, and meet with city staff, as needed, to be briefed on project particulars;
- Field review project with City staff, as needed, to address unique aspects of the proposed project;
- Attend scheduled development review meetings, as needed, to brief City staff on findings and coordinate additional relevant details and preparation.

**2. Performance Standards:**

**OFFICE HOURS:**

The Consultant shall maintain normal office hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Consultant shall be available to meet with City Staff during normal working hours with 48 hours advance notice.

**SCHEDULE**

The Consultant shall adhere to the following plan check schedule:  
Plan Submittal Plan Check Turn-Around (From Receipt from City Staff)

**1st Plan Check 15 Working Days**

**2nd Plan Check 10 Working Days**

**3rd Plan Check 10 Working Days**

For larger, more complex projects such as golf course developments, one (1) additional week for the 1st and 2nd plan check shall be provided, if

necessary to complete a thorough plan check. The consultant shall advise the Contract Officer, in writing, if additional time is needed.

#### 1st Submittal

Upon completing the 1st review, the Consultant shall submit the "red lined" plans and a copy of the applicable Plan Check List to the City. The City will provide supplemental comment as necessary and forward "red lined" plans to the applicant.

#### 2nd and Subsequent Submittals

Upon receipt of the 2nd round plan check submittal from the applicant and upon completing the 2nd review, the Consultant shall submit "red lined" plans and a copy of the applicable 2nd review Plan Check List to the City. The City will provide supplemental comment as applicable and forward 2nd review "red lined" plans to the applicant. The process of applicant correction, Consultant review followed by City review and "red lined" plan return to applicant shall continue until approvable plans are generated and a plan approval letter is submitted to the City by the Consultant.

If necessary, the Consultant shall be available to meet with City staff and/or the applicant to review the plan check comments. The Consultant will communicate directly with the applicant regarding plan check issues and clarifications. The City desires an average of no more than 3 plan check rounds before final plan approval.

The Consultant shall be required to use the City's TRAKiT software in the plan check process. The Consultant shall also be required to purchase or obtain the Bluebeam Revu software to allow electronic review and commenting of plans. The Consultant shall maintain all files for a period of three years. Copies of requested files will be furnished to the City upon request.

ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,

bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Thousand Dollars (**\$100,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1:	\$100,000.00
"Not to exceed" Year 2:	\$100,000.00
"Not to exceed" Year 3:	\$100,000.00

	<u>Possible Extended Term:</u>
"Not to exceed" Year 4:	\$100,000.00
"Not to exceed" Year 5:	\$100,000.00

Plan Check Compensation:

- \$ 660 per sheet (submittals with 1-5 sheets in quantity)
- \$ 640 per sheet (submittals with 6-15 sheets in quantity)
- \$ 590 per sheet (submittals with 16 or more sheets in quantity)

Sheet counts are based on the number of sheets submitted for plan check. Sheets may include title and detail sheets, street plans, storm drain plans, meandering sidewalk and parkway grading plans, rough & precise grading plans at 30, 40 or 50 feet per inch scale.

Consultant receives no additional compensation for review of supporting documents including, but not limited to hydrology and hydraulic calculation

reports, soils reports & engineer's cost estimates, conditions of approval, tentative tract and parcel maps.

Consultant receives no additional compensation for delivery or postage fees necessary to transmit or receive plans from City.

Consultant receives no additional compensation for travel to and from City Hall.

This rate shall be compensation for up to three (3) plan checks. Supplemental payment for additional plan checks after the third check or for special engineering reports including Water Quality Management Plans (WQMP) or other engineering reports, shall be in made at the rates listed in the Schedule of Billing Rates attached herewith for the actual hours submitted in conformance with Section 2.2 of the Agreement. An estimate of hours to complete the plan check (after the third plan check) or for special reports shall be made in writing to the Contract Officer for approval as specified in Section 1.6 - Additional Services of the Agreement.

Compensation for the first three plan checks shall be distributed at the following schedule:

First Plan Check:	65% of the Total Plan Check Fee
Second Plan Check:	20% of the Total Plan Check Fee
Third Plan Check:	15% of the Total Plan Check Fee

The Consultant shall be compensated upon the completion of each plan check as indicated in the above schedule and in conformance with Section 2.2 of the Agreement. If a project is suspended, either definitely or indefinitely, the Consultant shall be compensated based on the last completed plan check. If the plan check process is completed prior to the third plan check, 100% of the plan check fee will be paid upon completion of the final plan check.



## Exhibit C Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

### OFFICE HOURS

The Consultant shall maintain normal office hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Consultant shall be available to meet with City Staff during normal working hours with 48 hours advance notice.

### SCHEDULE

The Consultant shall adhere to the following plan check schedule:  
Plan Submittal Plan Check Turn-Around (From Receipt from City Staff)

1<sup>st</sup> Plan Check 15 Working Days

2<sup>nd</sup> Plan Check 10 Working Days

3<sup>rd</sup> Plan Check 10 Working Days

For larger, more complex projects such as golf course developments, one (1) additional week for the 1<sup>st</sup> and 2<sup>nd</sup> plan check shall be provided, if necessary to complete a thorough plan check. The consultant shall advise the Contract Officer, in writing, if additional time is needed.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, whether actual or alleged, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same are a consequence of, or are in any way attributable to, in whole or in part, the performance of the services provided under this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active

negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or

entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify City as set forth in this Agreement is binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence, sole negligence, reckless or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b).

Notwithstanding the aforementioned in this section, Consultant's obligation, if any, to reimburse the City for any defense costs of any type or nature shall be determined by the percentage fault of Consultants negligence, omissions, or reckless conduct as determined by a trier of fact in a court of competent jurisdiction. Consultant's obligation to defend City shall only arise after Consultants liability for any damages is established by a judgment entered by a court of competent jurisdiction and all appellate remedies have been exhausted.

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**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and Willdan Engineering, Inc. a Corporation ("Contracting Party"). The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Public Works Development Plan Check Services as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from

the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in One Hundred Fifty Thousand Dollars (**\$100,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and HR Green Pacific, Inc., of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City;

Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the



Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Vanessa Munoz, PE, TE, PTOE, Director of Engineering  
E-mail: [vmunoz@willdan.com](mailto:vmunoz@willdan.com)  
Phone: (562) 368-4848

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection,

discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and

that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated

increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and

Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft

documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting



Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the

appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Vanessa Muñoz, PE, TE, PTO,  
Director of Engineering  
Willdan Engineering, Inc.  
13191 Crossroads Parkway North,  
Suite 405  
Industry, CA 91746

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed

for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### 1. Services to be Provided:

#### Plan Checking Scope of Services

Improvement plan checking will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading and precise grading plans
- Street Improvement Plans including street widening, rehabilitation and new street plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including Fugitive Dust Control (PM10) Plans, Storm Water Pollution and Prevention Plans
- Water Quality Management Plans
- Erosion and Sediment Control Plans

#### The tasks of the plan checker include:

- To check for design conformance to:
  - The approved Tentative Map
  - Related Specific Plans
  - General Plan and City Ordinances
  - Conditions of Approval
  - City Standards
  - Americans with Disabilities (ADA) Standards
  - The City's Subdivision Plan Check Lists
  - Other Agency Requirements such as Riverside County Flood Control District (RCFCD), Coachella Valley Water District (CVWD) and CalTrans
- To review plans for sound engineering practices.
- To check for accuracy of design in conformance with the City's most current Plan Check Lists.
- To check general mathematics and design criteria.

- To call for redesign of any portion of plans that:
  - Will not function due to poor engineering.
  - Is not consistent with the Approved Tentative Map or Conditions of Approval.
  - Will be potentially unsafe to the public.
  - Is impractical to construct.

**Orientation:**

Consultant shall meet with City staff to:

- learn the City development plan check process;
- acquire text files and boiler plate documents as they apply;
- acquire understanding of key issues that need attention during the plan check process;
- establish ongoing operating procedures between City staff and the Consultant for the on-call services.

**On-Call Services:**

- Report to City Hall when called upon to pick up project documents for review, and meet with city staff, as needed, to be briefed on project particulars;
- Field review project with City staff, as needed, to address unique aspects of the proposed project;
- Attend scheduled development review meetings, as needed, to brief City staff on findings and coordinate additional relevant details and preparation.

**2. Performance Standards:**

**OFFICE HOURS:**

The Consultant shall maintain normal office hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Consultant shall be available to meet with City Staff during normal working hours with 48 hours advance notice.

**SCHEDULE**

The Consultant shall adhere to the following plan check schedule:  
Plan Submittal Plan Check Turn-Around (From Receipt from City Staff)

**1st Plan Check 15 Working Days**

**2nd Plan Check 10 Working Days**

**3rd Plan Check 10 Working Days**

For larger, more complex projects such as golf course developments, one (1) additional week for the 1st and 2nd plan check shall be provided, if

necessary to complete a thorough plan check. The consultant shall advise the Contract Officer, in writing, if additional time is needed.

#### 1st Submittal

Upon completing the 1st review, the Consultant shall submit the "red lined" plans and a copy of the applicable Plan Check List to the City. The City will provide supplemental comment as necessary and forward "red lined" plans to the applicant.

#### 2nd and Subsequent Submittals

Upon receipt of the 2nd round plan check submittal from the applicant and upon completing the 2nd review, the Consultant shall submit "red lined" plans and a copy of the applicable 2nd review Plan Check List to the City. The City will provide supplemental comment as applicable and forward 2nd review "red lined" plans to the applicant. The process of applicant correction, Consultant review followed by City review and "red lined" plan return to applicant shall continue until approvable plans are generated and a plan approval letter is submitted to the City by the Consultant.

If necessary, the Consultant shall be available to meet with City staff and/or the applicant to review the plan check comments. The Consultant will communicate directly with the applicant regarding plan check issues and clarifications. The City desires an average of no more than 3 plan check rounds before final plan approval.

The Consultant shall be required to use the City's TRAKiT software in the plan check process. The Consultant shall also be required to purchase or obtain the Bluebeam Revu software to allow electronic review and commenting of plans. The Consultant shall maintain all files for a period of three years. Copies of requested files will be furnished to the City upon request.



ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,

bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Thousand Dollars (**\$100,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

Initial Term:

"Not to exceed" Year 1:	\$100,000.00
"Not to exceed" Year 2:	\$100,000.00
"Not to exceed" Year 3:	\$100,000.00

Possible Extended Term:

"Not to exceed" Year 4:	\$100,000.00
"Not to exceed" Year 5:	\$100,000.00

Plan Check Compensation:

Plan check payment shall be made in full at a "fixed fee" rate of:

\$ 700.00 per sheet (submittals with 1-5 sheets in quantity)

\$ 650.00 per sheet (submittals with 6-15 sheets in quantity)

\$ 590.00 per sheet (submittals with 16 or more sheets in quantity)

Sheet counts are based on the number of sheets submitted for plan check. Sheets may include title and detail sheets, street plans, storm drain plans, meandering sidewalk and parkway grading plans, rough & precise grading plans at 30, 40 or 50 feet per inch scale.

Consultant receives no additional compensation for review of supporting documents including, but not limited to hydrology and hydraulic calculation reports, soils reports & engineer's cost estimates, conditions of approval, tentative tract and parcel maps.

Consultant receives no additional compensation for delivery or postage fees necessary to transmit or receive plans from City.

Consultant receives no additional compensation for travel to and from City Hall.

This rate shall be compensation for up to three (3) plan checks. Supplemental payment for additional plan checks after the third check or for special engineering reports including Water Quality Management Plans (WQMP) or other engineering reports, shall be in made at the rates listed in the Schedule of Billing Rates attached herewith for the actual hours submitted in conformance with Section 2.2 of the Agreement. An estimate of hours to complete the plan check (after the third plan check) or for special reports shall be made in writing to the Contract Officer for approval as specified in Section 1.6 - Additional Services of the Agreement.

Compensation for the first three plan checks shall be distributed at the following schedule:

First Plan Check:	65% of the Total Plan Check Fee
Second Plan Check:	20% of the Total Plan Check Fee
Third Plan Check:	15% of the Total Plan Check Fee

The Consultant shall be compensated upon the completion of each plan check as indicated in the above schedule and in conformance with Section 2.2 of the Agreement. If a project is suspended, either definitely or indefinitely, the Consultant shall be compensated based on the last completed plan check. If the plan check process is completed prior to the third plan check, 100% of the plan check fee will be paid upon completion of the final plan check.

## Exhibit C Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

### OFFICE HOURS

The Consultant shall maintain normal office hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Consultant shall be available to meet with City Staff during normal working hours with 48 hours advance notice.

### SCHEDULE

The Consultant shall adhere to the following plan check schedule:  
Plan Submittal Plan Check Turn-Around (From Receipt from City Staff)

1<sup>st</sup> Plan Check 15 Working Days

2<sup>nd</sup> Plan Check 10 Working Days

3<sup>rd</sup> Plan Check 10 Working Days

For larger, more complex projects such as golf course developments, one (1) additional week for the 1<sup>st</sup> and 2<sup>nd</sup> plan check shall be provided, if necessary to complete a thorough plan check. The consultant shall advise the Contract Officer, in writing, if additional time is needed.

Exhibit D  
Special Requirements

None



Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions



identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CONTRACT SERVICES AGREEMENTS WITH EARTH SYSTEMS, INC. AND CONVERSE CONSULTANTS FOR ON-CALL MATERIALS TESTING SERVICES

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### RECOMMENDATION

Approve Contract Services Agreements with Earth Systems, Inc. and Converse Consultants for on-call materials testing services; authorize the City Manager to execute the agreements.

### EXECUTIVE SUMMARY

- Materials testing services is often needed for construction projects and requires a laboratory and skilled specialists.
- Staff solicited proposals for these services from qualified firms; Earth Systems, Inc. and Converse Consultants were the best qualified firms to provide these services.
- Each agreement would be approved for an amount not to exceed \$150,000 per year for a three-year term, which provides flexibility to use one or both firms depending on work demand.

### FISCAL IMPACT

These combined contracts could cost up to \$150,000 annually, or a total of \$450,000 during the three-year term. Funds are available in the Capital Improvement Project (CIP) technical account (401-0000-60108). The total amount budgeted for 2019/20 is \$150,000 for these services; Staff cannot exceed the \$150,000 budget without Council approval.

### BACKGROUND/ANALYSIS

In May 2019, the City received eight proposals to an on-call materials testing services request for proposals. Staff reviewed the proposals and both Earth Systems, Inc. and Converse Consultants were selected as the top ranked firms; Earth Systems, Inc. (Attachment 1) and Converse Consultants (Attachment 2) were the most cost effective and qualified firms. Geocon West, Inc., Inland Foundation Engineering, Leighton and Associates, MTGL, SCST, and United Heider Inspection Group also submitted proposals.

The contract authority would allow Staff to utilize either consultant for the full “not to exceed” budget of \$150,000; the monthly invoices would be tracked to ensure that the \$150,000 annual budget for these services is not exceeded. Staff requests this flexibility to allow the use of one firm when the other firm cannot respond due to prior commitments.

### ALTERNATIVES

Council could elect not to approve one or both agreements.

Prepared by: Julie Mignogna, Management Analyst

Approved by: Bryan McKinney, P.E., City Engineer

Attachments:     1. Agreement with Earth Systems, Inc.  
                      2. Agreement with Converse Consultants

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and Earth Systems Pacific, a Corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Materials Testing Services as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents that Contracting Party is a provider of services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend, and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party represents that it has carefully considered how the Services should be performed under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization

for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Fifty Thousand Dollars (**\$150,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and Converse Consultants, of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. However, the City acknowledged that Contracting Party's performance must be governed by sound professional practices. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.



3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Mark Houghton  
Tel No. (760)345-1588  
E-mail: mhoughton@earthsystems.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be

assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not

in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information

pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers,

canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. Contingent upon full payment of undisputed amounts in accordance with this agreement, all drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and

Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful

administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold



any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement. The City agrees an individual employee/agent of the Consultant shall not be individually liable for negligence.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial

interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Mark Houghton, Managing Principal  
Earth Systems Pacific  
79811B Country Club Dr  
Bermuda Dunes, CA 92203

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON McMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### Services to be Provided:

Consultant shall provide equipment, services and products to be rendered in performing all designated work associated which may include, but is not limited to, performing the following intermittent observation and testing services:

- Provide a qualified technician as necessary to conduct density tests on roadway sub-grade, aggregate base, asphaltic concrete, slope fill and trench backfill placement as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered, including Marshall density tests on the asphaltic concrete.
- Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for the curb, gutter, concrete dip section, foundations, and other minor concrete.
- Provide a Caltrans certified technician and laboratory to perform tests on federally funded projects.
- Perform compression strength tests in accordance with ASTM C39.
- Perform extraction/gradation tests in accordance with ASTM D2172/C136 on the asphaltic concrete.
- Perform R Value Testing of street subgrade and recommend a pavement section based on the results of the test.
- Reporting of any Non-Compliance results of materials to the City within twenty-four (24) hours from the time of sampling.

ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. [Intentionally omitted.]

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. If included in Contracting Party's services, pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown



physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1:	\$150,000.00
"Not to exceed" Year 2:	\$150,000.00
"Not to exceed" Year 3:	\$150,000.00

	<u>Possible Extended Term:</u>
"Not to exceed" Year 4:	\$150,000.00
"Not to exceed" Year 5:	\$150,000.00

Note: Reimbursables will not be paid unless pre-approved

The current Indirect Cost Rate for Earth Systems Pacific based on the 2017 year is 144.3% for allowed Overhead, 35.8% for benefits (Combined ICR is 180.1%) and 10% for Profit.



**4. Cost and Price**

**FEE SCHEDULE**

(Effective January 1, 2019 - June 30, 2019)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<b><u>PERSONNEL</u></b>	<b><u>Hourly Rate</u></b>
Principal Professional.....	\$210.00
Associate Professional .....	\$188.00
Senior Professional .....	\$166.00
Project Professional .....	\$150.00
Staff Professional .....	\$110.00
Special Inspector, Prevailing Wage* .....	\$110.00
Technician, Prevailing Wage* .....	\$102.00
Special Services/Caltrans Technician, Prevailing Wage* .....	\$110.00
Special Services Technician.....	\$110.00
Special Inspector.....	\$94.00
Technical Assistant and Drafter.....	\$90.00
Technician .....	\$83.00
Clerical/Administrative .....	\$75.00

\* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

**BASIS OF CHARGES, GENERAL**

1. Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge and billed in 2-hour increments portal to portal. Special inspection is billed in 4-hour increments. Over-time is billed in 1-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.90/mile (portal-to-portal).
6. Nuclear gauge charge: \$12.50 per hour.
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Minimum report charge: \$150.00. Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.

**PREVAILING WAGE PROJECTS**

1. Field technician services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, then billed in 2-hour increments portal to portal. Special inspection is billed in 4-hour increments. Over-time is billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. State regulations requires electronic submittal of Certified Payroll to DIR. A fee of \$75.00/week will be assessed. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



**FEE SCHEDULE - MATERIALS TESTING**

(Effective January 1, 2019 - June 30, 2019)

**BASIS OF CHARGES**

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

**SOILS**

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$105.00
Atterberg Limits: Plasticity Index .....	\$225.00
California Bearing Ratio, 3 points; incl. ref maximum density .....	\$785.00
California Bearing Ratio, 9 points; incl. ref maximum density .....	\$1,100.00
Consolidation, one dimensional .....	\$236.00
Consolidation, timed, per point .....	\$63.00
Basic Corrosivity w/out Report (pH, Sulfate, Chl., Resistivity) .....	\$270.00
Direct Shear, per point, 3 points minimum .....	\$265.00
Expansion Index Test .....	\$178.00
Maximum Density and Optimum Moisture: 4" Mold .....	\$210.00
Maximum Density and Optimum Moisture: 6" Mold .....	\$230.00
Maximum Density and Optimum Moisture: California Impact .....	\$230.00
Moisture and Unit Weight Determination, from ring samples .....	\$23.00
Moisture Only.....	\$16.00
Permeability Tests, constant head or falling head .....	Per Quote
R-Value .....	\$470.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other additives .....	\$470.00
Hydro Collapse Potential .....	\$135.00
Hydrometer Analysis, assumed specific gravity, with 200 wash .....	\$225.00
Sieve/Hydrometer Analysis, assumed specific gravity, w/200 wash.....	\$225.00
Sieve Analysis, Aggregate Base/Subbase .....	\$170.00
Sieve Analysis 200 wash only .....	\$115.00
Sieve Analysis with wash .....	\$136.00
Sieve Analysis, Oversize Material .....	\$199.00
Specific Gravity.....	\$178.00
Swell Test, undisturbed .....	\$178.00
Swell Test, remolded .....	\$225.00
Unconfined Compressive Strength, untreated.....	\$158.00
Unconfined Compressive Strength, lime or cement treated material .....	\$550.00

**THERMAL RESISTIVITY TESTS**

Concrete, 1 point w/moisture content (requiring special collection procedure).....	\$210.00
Field Testing using Thermal Resistivity Meter .....	\$315.00
Soil, per moisture point, per sample .....	\$260.00
Soil, 3 moisture points with dry-out curve, per sample .....	\$780.00

**CONCRETE AGGREGATE**

Abrasion, L.A. Rattler, 100 and 500 revolutions .....	\$250.00
Absorption, Coarse Aggregate.....	\$89.00
Absorption, Fine Aggregate .....	\$136.00
Clay Lumps and Friable Particles in Aggregate .....	\$116.00
Cleanness Value of Coarse Aggregate .....	\$165.00
Crushed Particles, each size.....	\$116.00
Durability Index, Coarse or Fine Aggregate .....	\$165.00



**FEE SCHEDULE - MATERIALS TESTING**

(Effective January 1, 2019 - June 30, 2019)

Flat and Elongated Particles in Aggregate .....	\$116.00
Organic Impurities in Fine Aggregate .....	\$90.00
Potential Reactivity of Aggregated by Chemical Method, each size .....	Per Quote
Sand Equivalent .....	\$135.00
Sieve Analysis, washed .....	\$165.00
Soundness, Sodium Sulfate, 5 cycles .....	\$345.00
Specific Gravity, Coarse Aggregate .....	\$135.00
Specific Gravity, Fine Aggregate .....	\$135.00
Uncompacted Void Content of Fine Aggregate Angularity, w/fine Aggregate SG .....	\$230.00
Unit Weight of Aggregate .....	\$135.00

**CONCRETE CYLINDERS, BEAMS AND CORES**

Compression Test of Cast Cylinders .....	\$32.00
Compression Test of Cored Samples, cored at laboratory .....	\$90.00
Compression Test of cores delivered by others .....	\$75.00
Compression Test of Lightweight Concrete .....	\$35.00
Density of Concrete Cylinders .....	\$70.00
Density of Hardened Concrete .....	\$100.00
Flexural Strength, Simple Beam with Third Point Loading .....	\$150.00
Grading of Shotcrete Cores .....	\$150.00
Sample Storage, monthly per sample .....	\$25.00
Shrinkage, set of 3 .....	\$400.00
Unit Weight of Lightweight Concrete .....	\$100.00
Enviro. Recycling Fee, per cylinder, core or beam .....	\$2.00
Enviro Recycling Fee, per flex beam .....	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam .....	\$50.00

**MASONRY**

Absorption of Block, set of 3 .....	\$150.00
Compression Test, 2" x 4" Mortar Cylinders .....	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples .....	\$40.00
Compression Test on Block, set of 3 .....	\$150.00
Compression Test on Grouted Prisms, includes cutting .....	\$220.00
Compression Test on Masonry Cores .....	\$75.00
Coring of Grouted Masonry by Subcontractor .....	cost + 20%
Masonry Shrinkage, set of 3 .....	\$300.00
Moisture Content of Block as received, set of 3 .....	\$125.00
Shear Test on Masonry Cores, 2 faces .....	\$150.00
Specific Gravity and Unit Weight of Block, set of 3 .....	\$170.00
Enviro Recycling Fee, per masonry prism .....	\$3.00
Enviro Recycling Fee, per mortar or grout sample .....	\$2.00

**FIREPROOFING**

Fireproof Bond Test .....	\$75.00
Fireproofing Density Test .....	\$90.00

**ASPHALT CONCRETE**

Bulk Specific Gravity of Compacted Specimens and Core Samples .....	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3 .....	\$400.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5 .....	\$650.00
Compaction of Lab Samples, Marshall Method set of 3 -(50 blows/side) .....	\$300.00
Compaction of Lab Samples, Marshall Method set of 3 -(75 blows/side) .....	\$400.00
Extraction of Oil from A.C. Mixtures .....	\$275.00
Extraction of Oil from Rubberized Mixtures .....	\$360.00



**FEE SCHEDULE - MATERIALS TESTING**

(Effective January 1, 2019 - June 30, 2019)

Ignition Oven Binder Content, after initial correction value is determined .....	\$185.00
Ignition Oven Binder Content Correction Value /mix design, average of 3.....	\$850.00
Ignition Oven Gradation Correction Value, per mix design .....	Per Quote
Moisture Content .....	\$50.00
Sieve Analysis of Extracted Aggregate .....	\$200.00
Sieve Analysis of Ignition Oven Residue .....	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3 .....	\$230.00
Stabilometer, Hveem S-Value, set of 3 .....	\$200.00
Enviro Recycling Fee, per sample .....	\$3.00
Enviro Recycling Fee for Extracted Oils.....	\$35.00

\* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

**REINFORCING AND STRUCTURAL STEEL**

Bend Test of Welded Specimen, sample preparation not included.....	\$165.00
Pipe Flattening Test, sample preparation not included .....	\$165.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$300.00
Structural Steel Bend Test, sample preparation not included .....	\$165.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included .....	\$165.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18 .....	Per Quote
Enviro Recycling Fee, per sample .....	\$2.00

**BOLT TESTS**

Bolt Tests, chemical or mechanical .....	cost + 20%
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**WELDER QUALIFICATION**

AWS D1.1: 3/8" Plate, per position .....	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar .....	Per Quote
ASME/API Pipe Sections .....	Per Quote

**EQUIPMENT/CHARGES (Does Not Include Personnel)**

110-volt Portable Electric Generator .....	\$100.00/day
Anchor Pull Test Equipment .....	\$75.00/hr.
Bailer (disposable) w/dedicated rope .....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$100.00/day
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter.....	\$80.00/day
Cut-Off Saw .....	\$75.00/day
Double Ring Infiltrometer (per set) .....	\$150.00/day
Drum Dolly.....	\$20.00/day
Drums .....	\$75.00/ea.
Dynamometer, In-line Scale .....	\$50.00/day
Hammer Drill .....	\$50.00/day
Hand Auger/Sampler Equipment .....	\$50.00/day
Lock n, Load VOC Sample Pres. Sys. ....	\$20.00/ea.
Magnetic Particle Equipment .....	Per Quote
Manometer .....	\$100.00/day
Mini-Troll Groundwater Level Transducer .....	Per Quote



**FEE SCHEDULE - MATERIALS TESTING**

(Effective January 1, 2019 - June 30, 2019)

Nuclear Density Equipment, per hour .....	\$12.50
Paint Thickness Meter .....	Per Quote
Percolation Tank System and Trailer .....	\$250.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing) .....	\$800.00/day
Pile Load Testing Equipment .....	\$500.00/day
Pulse Velocity Meter .....	\$100.00/day
Rebound Hammer (Schmidt Hammer) .....	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter) .....	\$75.00/day
Relative Humidity Meter .....	\$50.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables .....	Per Quote
Skidmore Bolting Calibration Equipment .....	\$200.00/day
Slope Inclinator Equipment, per hole .....	Per Quote
Soil Sampling Containers (metal) .....	\$15.00/ea.
Soil Sampling Containers (glass).....	\$2.00/ea.
Tape Extensometer .....	Per Quote
Tension Equipment .....	\$50.00/day
Torque/Tension Equipment .....	\$60.00/day
Water Level Indicator .....	\$45.00/day
Per Diem .....	\$150.00/day
DIR Compliance/eCPR, per week.....	\$75.00
DSA Box Posting, ea.....	\$145.00
DSA Lab Compliance, per week.....	\$50.00
Vehicle Mileage Charge/mile .....	\$0.90



**EXPERT WITNESS SERVICES**

(Effective January 1, 2019 - June 30, 2019)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

**HOURLY CHARGES FOR PERSONNEL**

Principal Professional .....	\$420.00
Associate Professional .....	\$315.00
Senior Professional .....	\$265.00
Clerical/Admin Services .....	\$95.00

**SPECIAL SERVICES**

Deposition .....	\$420.00/hr. <sup>2</sup>
Arbitration .....	\$420.00/hr.
Court Appearance/Hearings .....	\$1,575.00/half day <sup>3</sup>
Standby to Appear .....	\$790.00/day <sup>4</sup>

**BASIS OF CHARGES**

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,150.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$790.00. Standby at other locations will be charged at the general hourly rates.



Exhibit C  
Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$2,000,000 (per occurrence)  
\$4,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$2,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, and hold harmless City and any and all of its officials, and employees, ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses including, damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active

negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or

entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

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## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and Converse Consultants, a Corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to On-Call Materials Testing Services as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from

the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Fifty Thousand Dollars (**\$150,000.00**) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. Contractor expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and Earth Systems Pacific, of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under both agreements. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City;

Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the



Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Hashmi Quazi, PhD, PE, GE  
Tel No. (760)640-2617  
E-mail: hquazi@converseconsultants.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Bryan McKinney, PE, City Engineer, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection,

discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and

that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated

increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and

Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft

documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting



Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the

appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Hashmi Quazi, PE, GE  
Converse Consultants  
42-280 Beacon Hill, Suite D-9  
Palm Desert, CA 92211

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed

for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

### Services to be Provided:

Consultant shall provide equipment, services and products to be rendered in performing all designated work associated which may include, but is not limited to, performing the following intermittent observation and testing services:

- Provide a qualified technician as necessary to conduct density tests on roadway sub-grade, aggregate base, asphaltic concrete, slope fill and trench backfill placement as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered, including Marshall density tests on the asphaltic concrete.
- Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for the curb, gutter, concrete dip section, foundations, and other minor concrete.
- Provide a Caltrans certified technician and laboratory to perform tests on federally funded projects.
- Perform compression strength tests in accordance with ASTM C39.
- Perform extraction/gradation tests in accordance with ASTM D2172/C136 on the asphaltic concrete.
- Perform R Value Testing of street subgrade and recommend a pavement section based on the results of the test.
- Reporting of any Non-Compliance results of materials to the City within twenty-four (24) hours from the time of sampling.

ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated



damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,

bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1:	\$150,000.00
"Not to exceed" Year 2:	\$150,000.00
"Not to exceed" Year 3:	\$150,000.00

	<u>Possible Extended Term:</u>
"Not to exceed" Year 4:	\$150,000.00
"Not to exceed" Year 5:	\$150,000.00

Note: Reimbursables will not be paid unless pre-approved

Profit margin maximum is 15%

## Rate Schedule:

City of La Quinta  
RFP for On-Call Material Testing Services

### CONVERSE CONSULTANTS Prevailing Wage Schedule of Fees – Personnel

#### Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through July 9, 2022.

#### Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

##### Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$120
DSA Masonry Inspector .....	120
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	120
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	120
Sample Pick-Up .....	60

##### Professional Services (consultation for field and office, if requested)

Staff Professional .....	\$110
Senior Staff Professional .....	125
Project Professional .....	135
Project Manager .....	150
Senior Professional .....	150
Principal Professional .....	210

##### Laboratory Testing

Laboratory Technician .....	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services fee schedules, unit price including report and engineer's review time.)	

##### Office Support

Clerical/Word Processing .....	\$75
Drafting .....	80
CAD Operator/Drafting Manager .....	80

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

#### Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

#### Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

#### General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.



Converse Consultants  
M:\JOBFILES\2019\81119-81-183 City of La Quinta, On-Call Materials Testing Services\Proposal19-81-183\_pro

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**CONVERSE CONSULTANTS**  
**Schedule of Fees – Geotechnical Laboratory Testing**

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

**IDENTIFICATION AND INDEX PROPERTIES TESTS**

Visual Classification, ASTM D2488 .....	15.00
Engineering Classification, ASTM D2487 .....	15.00
<b>Moisture Content</b>	
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	20.00
Moisture Content, ASTM D2216 .....	15.00
Shrinkage Limit, ASTM D427 .....	85.00
<b>Atterberg Limits, ASTM D4318</b>	
Several points .....	100.00
One Point .....	50.00
<b>Particle Size Analysis, ASTM D422</b>	
Fine Sieve, from #200 to #4 .....	100.00
Coarse and Fine Sieve, from #200 to 3 in. ....	180.00
Hydrometer .....	110.00
Percent Passing #200 Sieve, ASTM D1140 .....	60.00
<b>Specific Gravity</b>	
Fine, passing #4 sieve, ASTM D854 .....	90.00
Coarse, retained on #4 sieve, ASTM C127 .....	90.00
Sand Equivalent Test .....	90.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

**COMPACTION AND BEARING STRENGTH**

<b>Standard Proctor Compaction, ASTM D698 or ASTM D1557-91</b>	
Method A or B .....	190.00
Method C, 6" mold .....	200.00
California Impact Method, Caltrans 216 .....	200.00
R-value, ASTM D2844 .....	250.00
<b>California Bearing Ratio (CBR), ASTM D1883</b>	
1 Point .....	150.00
3 Points .....	350.00
<b>Relative Density</b>	
0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold .....	300.00

**SHEAR STRENGTH**

Torvane/Pocket Penetrometer .....	20.00
<b>Direct Shear</b>	
Quick Test .....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	180.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	250.00
Consolidated, Undrained, fine grained soil .....	180.00
Residual Strength, per cycle .....	60.00
Remolded Specimens .....	60.00

**STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)**

Unconfined Compression, ASTM D2186 .....	100.00
Unconsolidated, Undrained, ASTM D2850 .....	110.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimens .....	60.00

**CONSOLIDATION AND SWELL COLLAPSE TESTS**

8 Load Increments .....	200.00
Additional Load Increment .....	40.00
Time-Ratio, per load increment .....	80.00
Single Point, collapse test .....	80.00

Single Load Swell, ASTM D4546 .....	
Ring Sample, Field Moisture .....	85.00
Ring Sample, Air Dried .....	85.00
Remolded Sample .....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829 .....	130.00

**HYDRAULIC CONDUCTIVITY TESTS**

Constant Head, ASTM D2434 .....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100 .....	350.00
Remolded Specimen .....	60.00

**CHEMICAL TESTS**

Corrosivity (pH, resistivity, sulfates, chlorides) .....	220.00
Organic Content, ASTM D2974 .....	75.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through July 9, 2022.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Cooled testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.418-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.





**CONVERSE CONSULTANTS**  
**Schedule of Fees – Materials Testing Services**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through July 9, 2022.

**AGGREGATES**

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137, each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	210.00
Sand Equivalent, ASTM D2419	90.00
Lightweight Particles, ASTM C123, each	85.00
Clay Lumps & Friable Particles, ASTM C142, each	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	35.00
Lightweight Concrete	
Compression	35.00
Unit Weight	35.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each	60.00
Flexure Test, 6"x6" Beams, ASTM C79, each	110.00
Modulus of Elasticity, Static, ASTM C489, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	320.00
Splitting Tensile, 6"x12" Cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/ABC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/ABC, each cylinder	95.00
Hold Cylinder	7.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8"x8"x16", each	120.00
Compression Test, grouted prisms, 12"x16"x16", each	130.00
Compression Test	
2"x4" Mortar Cylinder, each	35.00
3"x6" Grout Prisms, each	35.00
2" Cubes, ASTM C109, each	35.00
Cast by Others	35.00
Mortar or Grout Mix Designs	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample	60.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit	60.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	55.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature	15.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each	50.00
Bend Test #9 Bar or Smaller, each	50.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	55.00
Over 100,000 lbs., each	65.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	60.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each	35.00
A325 or A490, Bolt Hardness Only, each	35.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	85.00
Over 100,000 lbs. & Hardness, each	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.



**CONVERSE CONSULTANTS**  
**STATEMENT OF DIRECT LABOR, FRINGE**  
**BENEFITS, AND GENERAL OVERHEAD**  
**DECEMBER 29, 2017**



**INDEPENDENT AUDITORS' REPORT ON THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**

Board of Directors  
Converse Consultants  
Monrovia, California

We have audited the statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred to as "the Schedule") for the fiscal year ended December 29, 2017, for Converse Consultants (the "Company").

**Management's Responsibility for the Schedule**

Management is responsible for the preparation and fair presentation of the Schedule in accordance with a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and is not intended to be a presentation in conformity with generally accepted accounting principles. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule to be free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on the Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and information in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the fiscal year ended December 29, 2017, on the basis of accounting described in Note 1.



**INDEPENDENT AUDITORS' REPORT**  
**(continued)**

**Other Matter**

In accordance with the *Government Auditing Standards* we have issued a report dated July 26, 2018, on our consideration of the Company's internal controls and its compliance with laws and regulations. This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

**Restriction on Use**

Our report is intended solely for the information and use of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation, and is not intended to be and should not be used by anyone other than these specific parties.



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HKG, LLP  
Certified Public Accountants

Pasadena, California  
July 26, 2018

**CONVERSE CONSULTANTS**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**FOR THE FISCAL YEAR ENDED DECEMBER 29, 2017**

Description	Total Costs	Unallowable Cost Eliminations	Costs, Net of Eliminations	Comments
<b>Direct Labor</b>	<u>\$ 2,818,323</u>	<u>\$ -</u>	<u>\$ 2,818,323</u>	
<b>Fringe Benefits</b>				
Payroll taxes	\$ 342,318	\$ -	\$ 342,318	
Group health insurance	339,242	-	339,242	
Worker's compensation	62,528	-	62,528	
Unemployment insurance	85,956	-	85,956	
Disability insurance	15,693	-	15,693	
Pension plans	76,985	-	76,985	
Paid leave - sick	9,727	-	9,727	
Paid leave - holidays	86,170	-	86,170	
Paid leave - vacations	238,375	-	238,375	
<b>Total Fringe Benefits</b>	<u>\$ 1,256,994</u>	<u>\$ -</u>	<u>\$ 1,256,994</u>	
<b>General Overhead</b>				
Auto and truck	\$ 155,339	\$ -	\$ 155,339	
Bad debt	7,836	7,836	-	1.
Business insurance	104,114	-	104,114	
Communication	143,499	-	143,499	
Contingent liability	51,718	51,718	-	2.
Data processing	59,907	-	59,907	
Depreciation	57,277	-	57,277	
External relations	62,404	19,107	43,297	3.
Interest	96,806	96,806	-	4.
Laboratory/Field expenses	169,580	-	169,580	
Library	9,199	-	9,199	
Miscellaneous	20,860	-	20,860	
Non-project labor	1,750,574	-	1,750,574	
Occupancy	674,991	-	674,991	
Personnel relations	64,255	-	64,255	
Professional fees	94,980	-	94,980	
Professional liability insurance	198,512	-	198,512	
Reproduction/Photo	46,453	-	46,453	
Supplies/Non-capital	42,654	-	42,654	
Travel and subsistence	12,318	-	12,318	
<b>Total General Overhead</b>	<u>\$ 3,823,276</u>	<u>\$ 175,467</u>	<u>\$ 3,647,809</u>	
<b>Total Indirect Costs</b>	<u>\$ 5,080,270</u>	<u>\$ 175,467</u>	<u>\$ 4,904,803</u>	
<b>Total Expenses</b>	<u>\$ 7,898,593</u>	<u>\$ 175,467</u>	<u>\$ 7,723,126</u>	
Direct Labor	<u>\$ 2,818,323</u>		<u>\$ 2,818,323</u>	
<b>Total Indirect Costs as a % of     Direct Labor</b>	<u>180.26%</u>		<u>174.03%</u>	

See independent auditors' report.  
The accompanying notes are an integral part of this schedule.

**CONVERSE CONSULTANTS  
COMMENTS ON SCHEDULE OF INDIRECT COSTS  
FOR THE FISCAL YEAR ENDED DECEMBER 29, 2017**

	<u>FAR Reference</u>
1. Bad debt	31.205-3
2. Contingencies	31.205-7
3. External relations	31.205-14
4. Interest	31.205-20

**CONVERSE CONSULTANTS**  
**NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL**  
**OVERHEAD**  
**FOR THE FISCAL YEAR ENDED DECEMBER 29, 2017**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Converse Consultants (the Company) provides geotechnical and environmental engineering consulting and materials testing chiefly throughout the United States on credit terms that the Company establishes for its clients.

**Basis of Accounting**

In preparing the statement of direct labor, fringe benefits, and general overhead, the Company performed an analysis of the accounting and financial records to ensure that this schedule is prepared in accordance with Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the above mentioned schedule is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America (US GAAP).

**Fiscal Year**

The Company operates on a 52/53 week fiscal year basis, with the fiscal year ending on the last Friday of December. The fiscal year ended December 29, 2017, contained 52 weeks.

**Description of Accounting Systems**

The Company maintains a job order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job order cost accounting system.

**Overhead Rate Structure**

The Company maintains all overhead costs in one cost pool and allocates them on the single base of direct labor. The overhead cost pool includes indirect labor, fringe benefits and general and administrative expenses of the Company.

**Direct Labor**

Direct labor is charged to specific projects based on actual time incurred and actual pay rates.

**Pension Plans**

The Company has a Capital Accumulation and Profit Sharing 401(k) plan, meeting the requirements of FAR 31.205-60. The plan provides for the employer to match 50% of the first 4% of compensation contributed to the plan by the employees if the company demonstrates annual net profit of at least \$500,000, or 25% of the first 4% if the Company demonstrates annual net profit of at least \$250,000 and less than \$500,000. If the Company demonstrates annual net profit of less than \$250,000 there is no employer matching contribution. The contribution for the fiscal year ended December 29, 2017 was \$76,985.

**CONVERSE CONSULTANTS**  
**NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL**  
**OVERHEAD**  
**FOR THE FISCAL YEAR ENDED DECEMBER 29, 2017**

**2. FEDERAL ACQUISITION REGULATIONS ELIMINATIONS**

**Bad Debt**

The statement of direct labor, fringe benefits, and general overhead includes eliminations of \$7,836 in total for bad debt expense, which is disallowed pursuant to FAR section 31.205-3.

**Contingent Liability**

The statement of direct labor, fringe benefits, and general overhead includes eliminations of \$51,718 in total for contingent liability, which is disallowed pursuant to FAR section 31.205-7.

**External Relations**

The statement of direct labor, fringe benefits, and general overhead includes an elimination of \$19,107 for certain entertainment expenses, which are disallowed pursuant to FAR section 31.205-14.

**Interest**

The statement of direct labor, fringe benefits, and general overhead includes eliminations of \$96,806 in total for interest expense, which is disallowed pursuant to FAR section 31.205-20.

**3. SUBSEQUENT EVENTS**

The Company's management has evaluated subsequent events through July 26, 2018, the date the financial statements were available to be issued.

Exhibit C  
Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$2,000,000 (per occurrence)  
\$4,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.



Contracting Party shall carry automobile liability insurance of \$2,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or

new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions

identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** REAFFIRM LEASES AND APPROVE ANNUAL PRINTING COSTS ASSOCIATED WITH COPIER LEASES

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### RECOMMENDATION

Reaffirm leases and approve annual printing service costs associated with eleven copiers leased through Canon Financial Services.

### EXECUTIVE SUMMARY

- The City has eleven copier leases with Canon Financial Services, which include printing, toner, and on-call maintenance services.
- The Purchasing Policy requires City Council approval for all expenses over \$50,000 per fiscal year per vendor.
- This approval does not add services or amend the current terms of existing copier leases.

### FISCAL IMPACT

Annual expenses for eleven copier leases and printing services are estimated at \$70,364 to \$90,364 per fiscal year until December 31, 2024. The 2019/20 Information Technology Fund budget includes funds for this fiscal year. Future costs will be budgeted in subsequent fiscal years.

### BACKGROUND

The City has eleven commercial copier leases with Canon Financial Services. The two leases (Attachment 1) were not presented to Council for approval because the total costs were under \$50,000 at \$38,006. The leases for the nine other copiers (Attachment 2) were approved by Council on July 3, 2018, however, the printing charges were not estimated, and the initial two copier leases were not disclosed with this approval. Per the City's Purchasing Policy combined purchases cannot exceed \$50,000 per vendor, per fiscal year without Council approval. Staff is presenting this report to fully disclose the anticipated annual cost for copier leases and printing costs provided by Canon Financial Services.

Leases were each executed for multiple years with termination dates in 2021 and 2024. Copiers are strategically located in City facilities (City Hall and Wellness Center).

A summary of costs associated with these leases is as follows:

	Term of Contract	Estimated Annual Cost
Two Copiers - Administrative Fees	From 8/20/16 to 7/20/21 From 7/20/17 to 7/20/21	\$8,836
Nine Copiers - Administrative Fees	From 12/31/19 to 12/31/24	\$21,528
Printing Costs	Mirror lease terms for printers	\$40,000 - \$60,000
	<b>TOTAL ANNUAL COSTS</b>	<b>\$70,364 - \$90,364</b>

**Estimated Costs Per Fiscal Year**

2019/20	2020/21	2021/22	2022/23	2023/24	TOTAL
\$70,364 to \$90,364	\$70,364 to \$90,364	\$61,528 to \$81,528	\$61,528 to \$81,528	\$61,528 to \$81,528	<b>\$325,312 to \$425,312</b>

Printing charges are a rate of \$0.0106 or \$.007 for black and white and \$0.078 or \$.047 for color depending on the copier model and size of paper. Printing charges include the cost of toner and on call maintenance. Paper is purchased separately by the City and is currently budgeted at \$15,000 for the fiscal year.

Canon continues to provide products and services required for daily operations, therefore, new leases or lease terms are not recommended.

**ALTERNATIVES**

No alternatives are recommended.

Prepared by: Karla Romero, Finance Director

Approved by: Jon McMillen, City Manager

- Attachments:      1. Initial Canon Municipal Finance Agreement  
                          2. Addendum to Canon USA., Inc. Leases



CANON FINANCIAL SERVICES, INC. (CFS)
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

001-0216986-012

Form containing customer information (City of La Quinta), equipment details (Canon ImageRunner Advanced Color 7260 Copier System), and payment terms (60 months, \$426.00 total).

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED section with signature of Caroline Powell, Title: Doc Admin, Date: 7/5/16.

AUTHORIZED CUSTOMER SIGNATURE section with signature of Frank J. Spevacek, Title: City Manager, Email Address: fspevacek@la-quinta.org.

ACCEPTANCE CERTIFICATE section with signature line and date field.

TERMS AND CONDITIONS

- 1. AGREEMENT: CFS leases to Customer, a Municipality (State name or political subdivision or agency) of California, (State name) with its chief executive office at 78-495 Calle Tampico La Quinta, CA 92263.
2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer.
3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under 'Number and Amount of Payments' above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, 'Payments').
4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED 'AS IS' AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER.
6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement.
7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement.
8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS.
9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.
10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor defaults under any loan or credit agreement.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the

assignee's name to Customer. If CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RETURN:** If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. OWNERSHIP OF EQUIPMENT:** For any Equipment, upon payment in full of all Payments and other amounts due hereunder at the end of the scheduled term, CFS' security interest shall be deemed released and CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

**23. UCC - ARTICLE 2A; CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNMENT USE:** Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

**27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

**CUSTOMER ORDER**

**Innovative Document Solutions, Inc**  
**Riverside, Los Angeles, San Diego & Orange Counties**

**Bill To:** Canon Financial Services  
 Attention \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_

**Ship To:** City of La Quinta  
 Attention Vianka Orrantia  
 Address 78-495 Calle Tampico  
 City, St, Zip La Quinta 92253  
 Phone 760-777-7150 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

Order Date	Ship Date	Representative	Customer #	Carrier	Stairs	PO Number
6/22/16	07/05/16	Matt Gordon		ours	no	

**Equipment**

Qty.	PC/UA	Model/Description	Lease/Purchase	Unit Price	Amount
1		Canon IRC7260 MFP	leased		
1		Finisher L-1			
1		Puncher A-1			
1		PCL Kit AS-1			

**Equipment Lease**

TERM: 60 PAYMENT: \$426.--  
(Plus Applicable Taxes)

**\*\*Other Terms**

60 mo. Municipal Lease-to-own

Sub-Total	
Tax	
Delivery	
Professional Svcs	
<b>TOTAL</b>	


**Maintenance Plan**

Model Description	Type of MA Contract	Base Billing Frequency	B&W Base Charge	Color Base Charge	B&W Copies Included	Color Copies Included	Excess B&W Charge	Excess Color Charge	Overage Billing Frequency
Canon IRC7260 MFP	All Inclusive						\$0.0080	\$0.0650	Quarterly

**Special Instructions:**

The customer acknowledges the receipt of a true copy of this Customer Order & Security Agreement and that he/she has read this agreement and understands and agrees to be bound by the terms and conditions here and on the reverse side. The customer further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications and prior agreements between the parties relating to the subject matter of this agreement. Once accepted by the customer and an officer of Innovative Document Solutions Inc., the terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

**Accepted by The Customer**

Signature   
 Printed Name Frank J. Spevacek  
 Title City Manager Date 22 June 2016

**Accepted by Innovative Document Solutions Inc.**

Company Officer \_\_\_\_\_  
 Officer Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Sales Order Terms and Conditions**

1. This purchase order agreement states the entire agreement between customer and Innovative Document Solutions, hereafter referred to as "IDS." No other agreements or representation other than IDS authorized lease agreements and or network installation/scope of work agreement exist in connection with this order. Modifications or additions are subject to IDS's agreement, in writing. IDS rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute customer's acceptance of these terms inclusive of any lease agreement and conditions.
2. This purchase order agreement shall be effective only upon acceptance by IDS. This order may not be cancelled after acceptance by IDS.
3. If customer's order is accompanied by a deposit payment, customer authorizes IDS to collect and deposit such payment in IDS's account pending acceptance or rejection of customer's order. If IDS rejects customer's order, customer's deposit payment will be refunded without interest. If IDS accepts customer's order, customer's deposit payment will be credited against the amount due IDS on customer's order. In the event customer fails to accept or pay for order, IDS equipment or programming, IDS shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by IDS and as a partial compensation for the value of any benefits conferred on customer by IDS.
4. All risk of loss or destruction or damage to the ordered equipment shall pass to customer upon delivery.
5. Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this agreement, you hereby grant us a security interest in (a) the equipment to the extent of your interests in the equipment, (b) anything attached or added to the equipment at any time, (c) any money or property from the sale of the equipment, and (d) any money from an insurance claim if the equipment is lost or damaged. You agree that the security interest will not be affected if this agreement is changed in any way. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This agreement or a copy of this agreement shall be sufficient as a financial statement and may be filed as such.
6. Duties, sales, use, excise or similar tax which may apply to this order are not included in the price of ordered equipment and customer agrees to pay same either directly to the levying authority or to IDS if IDS is required to collect or pay same.
7. During the warranty period applicable to the equipment, IDS will provide at no cost to customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the customer. The foregoing shall be customer's sole and exclusive remedy with respect to equipment provided by IDS. This warranty is in lieu of all other warranties, expressed, implied and statutory, including any warranty with respect to merchantability or fitness for a particular purpose.
8. IDS shall not be liable for consequential, incidental or punitive damages or for loss of profits arising out of or related to equipment or programming ordered by the customer. Whether such damages be direct, indirect, foreseeable or otherwise and whether liability is claimed to arise by reason of contract, tort, strict liability, negligence or otherwise in an event shall IDS's liability to Customer exceed the price of ordered equipment stated in this order.
9. IDS shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.
10. This order shall be governed by and construed in accordance with the laws of the State of California.
11. Customer assumes all responsibility for provision of required electrical service meeting U.L. and applicable code standards.
12. The occurrence of, but not limited to, any of the following events shall constitute a default by customer: (a) non-payment, when due, (b) customer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors. Attorney's fees, if any action at law or in equity is necessary to enforce or interpret the terms of this agreement, IDS shall be entitled to reasonable attorney's fees, cost, and necessary disbursements.

**MFP Equipment Maintenance Agreement Terms & Conditions**

1. This agreement covers the labor and the materials or adjustments, repair and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond IDS's control are not covered. IDS may terminate the agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by IDS, or if parts, accessories, components or supplies not authorized by IDS are fitted to or used in the equipment.
2. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repairs and replacement of parts described in Paragraph 3.
3. Service calls under this agreement will be made during IDS's normal business hours at the installation address shown on the reverse side of this agreement. Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Travel and labor time for service calls after IDS's normal business hours, on weekends and holidays, if and when available, will be charged at IDS's overtime rates in effect at the time that the service call is made. Connected equipment will be covered up to the computer/network connection, service calls caused by computer/network will be charged at the current published hourly labor rate, digital connected equipment must be accompanied by a "Scope of Work" agreement.
4. When in its sole discretion IDS determines a shop recondition is necessary to keep the equipment in working condition, IDS will submit to customer a written estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this extended warranty agreement. IDS will provide the customer with a loaner machine, charging only for copies/pages/prints/scans made at the rate listed on the front of this agreement, while their equipment is being reconditioned. If the customer does not authorize such reconditioning, IDS may discontinue service of the equipment under this agreement, refunding the unused portion (the lesser of the time or copies) of the agreement charge, or may refuse to renew this agreement upon expiration. Thereafter, service will be available on a Time and Materials "Per Call" basis, at published rates.
5. This agreement shall become effective upon receipt of payment by IDS of the maintenance charges provided on the reverse side hereof and coverage shall be continuous for either timeframe or number of copies/pages/prints/scans allowed as specified on the reverse side, whichever occurs first. In the event that said allowable copies are exhausted, IDS will continue to maintain said equipment at the per copy rate set forth on the reverse side, termed as copy excess (overage), billed in arrears at said intervals on the reverse side of this agreement. Unless notified in writing thirty days prior to the expiration date hereof by the customer or IDS, this extended warranty agreement shall be automatically renewed for the same successive period of the time upon the same terms and conditions as stated herein and shall be subject to any price/rate increase at any twelve month intervals thereafter.
6. This agreement may not be transferred without the prior written consent of IDS. This agreement is non-refundable.
7. The initial charge for maintenance under this agreement shall be the amount set forth as the "Rate" on the reverse side hereof. The maintenance charge with respect to any renewal term will be IDS's current rate in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within fifteen days of the date of invoice for such charges. Customer understands that the use of sub-standard supplies, alterations or attachments not authorized by IDS may cause excessive service calls which may result in an increase in maintenance charges. Customer agrees to pay such charges promptly when due. Customer agrees that, should they have any past due balances with IDS for any reason, service under this agreement will be suspended until such past due balances have been satisfied.
8. If the customer does not pay all charges for maintenance or parts as provided hereunder promptly when due: (1) IDS may (a) refuse to service the equipment or; (b) furnish service on a COD "Per Call" basis at published labor rates and (2) the customer agrees to pay IDS's costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to IDS. All equipment sold by IDS is designed to give excellent performance when operated within the following guidelines: Equipment must be placed in a normal office setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes. Equipment must be operated on an isolated electrical line. Equipment must always be operated on a UL approved electrically protected circuit, with proper current, voltage and type of outlet. Equipment must be connected to a power protection device as recommended by IDS. Equipment must be operated within the specified operations (including usage) specification. Only supplies within manufacturer required specification may be used (refer to paragraph 7). If the customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then IDS may at its option, terminate its obligations related to the service of this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on the reverse side of this agreement, then, at IDS's option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specification and operation.
9. Other than the obligations set forth herein, IDS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for particular purpose. IDS shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of equipment and customer hereby waives any claims related thereby.
10. This agreement shall be governed by and construed according to the laws of the State of California applicable to agreements wholly negotiated, executed and performed in California. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of IDS and the customer. Per Image Charges are based on Suppliers estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" paper. For "All Inclusive" service agreements that include toner, the consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee may be assessed based on volume of use. Full service maintenance is only available for equipment having a valid manufacturer's serial number and UL certification. The customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of a designated operator change so as to affect the operator's availability to perform the assignment, the customer shall inform IDS immediately. Key operator shall also be responsible for providing IDS with monthly meter reading. The Customer agrees to keep active the necessary remote meter collection software provided by Supplier which is loaded at the Customer site at no cost to the Customer for the sole purpose to provide the Supplier with electronic meter collection capability. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement. Customer agrees that IDS shall have full and free access and sufficient workspace to provide service on the equipment covered by this agreement. This agreement shall not be effective until it has been approved and accepted by IDS. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representation, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

**CUSTOMER ORDER**

**Innovative Document Solutions, Inc**  
**Riverside, Los Angeles, San Diego & Orange Counties**

**Bill To:** Canon Financial Services  
 Attention \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_

**Ship To:** City of La Quinta  
 Attention Vianka Orrantia  
 Address 78-495 Calle Tampico  
 City, St, Zip La Quinta 92253  
 Phone 760-777-7150 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

Order Date	Ship Date	Representative	Customer #	Carrier	Stairs	PO Number
6/22/16	07/05/16	Matt Gordon		ours	no	

**Equipment**

Qty.	PC/UA	Model/Description	Lease/Purchase	Unit Price	Amount
1		Canon IRC7260 MFP	leased		
1		Finisher L-1			
1		Puncher A-1			
1		PCL Kit AS-1			

**Equipment Lease**

TERM: 60 PAYMENT: \$426.--  
(Plus Applicable Taxes)

**\*\*Other Terms**

60 mo. Municipal Lease-to-own

Sub-Total	
Tax	
Delivery	
Professional Svcs	
<b>TOTAL</b>	

**Maintenance Plan**

Model Description	Type of MA Contract	Base Billing Frequency	B&W Base Charge	Color Base Charge	B&W Copies Included	Color Copies Included	Excess B&W Charge	Excess Color Charge	Overage Billing Frequency
Canon IRC7260 MFP	All Inclusive						\$0.0080	\$0.0650	Quarterly

**Special Instructions:**

*Added to Current Contract*

The customer acknowledges the receipt of a true copy of this Customer Order & Security Agreement and that he/she has read this agreement and understands and agrees to be bound by the terms and conditions here and on the reverse side. The customer further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications and prior agreements between the parties relating to the subject matter of this agreement. Once accepted by the customer and an officer of Innovative Document Solutions Inc., the terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

**Accepted by The Customer**

Signature *Frank J. Spevacek*  
 Printed Name Frank J. Spevacek  
 Title City Manager Date 22 June 2016

**Accepted by Innovative Document Solutions Inc.**

Company Officer \_\_\_\_\_  
 Officer Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_



001-0216986-013

Canon

CANON FINANCIAL SERVICES, INC. (CFS)  
Reference address: 14904 Collections Center Drive  
Chicago, Illinois 60683 (800) 220-0220

#6033 EOT 7/2021

MUNICIPAL FINANCE AGREEMENT  
CFS-1045 (05/17)

App # 1050390

CUSTOMER (FULL LEGAL NAME) City of La Quinta		DBA	CFS AGREEMENT NUMBER		PHONE
BILLING ADDRESS 78-495 Calle Tampico		CITY La Quinta	COUNTY Riverside	STATE CA	ZIP 92263
EQUIPMENT ADDRESS Same		CITY	COUNTY	STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
1	WSB00666	Canon IRAC3530i Copier System	49	254.00	
TERM: 49 months			PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:		

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: Title: Date: 6/6/17		AUTHORIZED CUSTOMER SIGNATURE By: Printed Name: Chris Escobedo Title: Community Resources Director By: Printed Name: Title: Date: Email Address: Email Address: Email Address:	
<p>Tr: Canon Financial Services, Inc. (CFS)</p> <p>Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p>			

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a Municipality [State name or political subdivision or agency] of California [State name] with its chief executive office at 78-495 Calle Tampico La Quinta, CA 92263, and Customer leases from CFS, with its place of business at 150 Galder Drive, Suite 208, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in the Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Assessment Date") and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any setoffs, net-offs, defenses or counterclaims for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTY:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successor or assignees. If any of the terms of this Agreement conflict with the terms of any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising out of CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from the legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due hereunder and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts from due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title to the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as contemplated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reason therefor and specifically reserving this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. At least once CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not intend this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LINES; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents) shall be the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCIAL STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall use the Equipment only for the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party firm service designated by CFS) to execute and file (a) financing statements relating to the interest of CFS in the Equipment (including liens containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. ASSIGNMENT:** Customer shall release CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.



**CUSTOMER ORDER**

**Innovative Document Solutions, Inc**  
**Riverside, Los Angeles, San Diego & Orange Counties**

**Bill To:** Lease (Co-Term with #001-0216986-012)  
 Attention \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_

**Ship To:** City of La Quinta  
 Attention Tustin Larson  
 Address 78-495 Calle Tampico  
 City, St, Zip La Quinta, CA 92253  
 Phone 760-777-7085 Fax \_\_\_\_\_  
 Email tlarson@la-quinta.org

Order Date	Ship Date	Representative	Customer #	Carrier	Stairs	PO Number
5/24/17	ASAP	Matt		ours	no	

**Equipment**

Qty.	PC/UA	Model/Description	Lease/Purchase	Unit Price	Amount
1		Canon IRC3530I	leased		
1		Cassette Feed Unit			
1		Super G3 Fax board			
1		Inner stapling finisher			

**Equipment Lease**

TERM: 49 PAYMENT: \$254.-  
(Plus Applicable Taxes)

**\*\*Other Terms**

Co-Terminus with #001-0216986-012

Sub-Total	
Tax	
Delivery	
Professional Svcs	
<b>TOTAL</b>	

**Maintenance Plan**

Model Description	Type of MA Contract	Base Billing Frequency	B&W Base Charge	Color Base Charge	B&W Copies Included	Color Copies Included	Excess B&W Charge	Excess Color Charge	Overage Billing Frequency
Canon IRC3530I	All Inclusive						\$0.0090	\$0.0650	Monthly

**Special Instructions:** Pricing includes trade-in IR3035 ID #3654 / *Added to Current Contract*

The customer acknowledges the receipt of a true copy of this Customer Order & Security Agreement and that he/she has read this agreement and understands and agrees to be bound by the terms and conditions here and on the reverse side. The customer further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications and prior agreements between the parties relating to the subject matter of this agreement. Once accepted by the customer and an officer of Innovative Document Solutions Inc., the terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

**Accepted by The Customer**

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Accepted by Innovative Document Solutions Inc.**

Company Officer \_\_\_\_\_  
 Officer Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Sales Order Terms and Conditions**

1. This purchase order agreement states the entire agreement between customer and Innovative Document Solutions, hereafter referred to as "IDS." No other agreements or representation other than IDS authorized lease agreements and or network installation/scope of work agreement exist in connection with this order. Modifications or additions are subject to IDS's agreement, in writing. IDS rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute customer's acceptance of these terms inclusive of any lease agreement and conditions.
2. This purchase order agreement shall be effective only upon acceptance by IDS. This order may not be canceled after acceptance by IDS.
3. If customer's order is accompanied by a deposit payment, customer authorizes IDS to collect and deposit such payment in IDS's account pending acceptance or rejection of customer's order. If IDS rejects customer's order, customer's deposit payment will be refunded without interest. If IDS accepts customer's order, customer's deposit payment will be credited against the amount due IDS on customer's order. In the event customer fails to accept or pay for order, IDS equipment or programming, IDS shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by IDS and as a partial compensation for the value of any benefits conferred on customer by IDS.
4. All risk of loss or destruction or damage to the ordered equipment shall pass to customer upon delivery.
5. Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this agreement, you hereby grant us a security interest in (a) the equipment to the extent of your interests in the equipment, (b) anything attached or added to the equipment at any time, (c) any money or property from the sale of the equipment, and (d) any money from an insurance claim if the equipment is lost or damaged. You agree that the security interest will not be affected if this agreement is changed in any way. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This agreement or a copy of this agreement shall be sufficient as a financial statement and may be filed as such.
6. Duties, rates, use, excise or similar tax which may apply to this order are not included in the price of ordered equipment and customer agrees to pay same either directly to the levying authority or to IDS if IDS is required to collect or pay same.
7. During the warranty period applicable to the equipment, IDS will provide at no cost to customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the customer. The foregoing shall be customer's sole and exclusive remedy with respect to equipment provided by IDS. This warranty is in lieu of all other warranties, expressed, implied and statutory, including any warranty with respect to merchantability or fitness for a particular purpose.
8. IDS shall not be liable for consequential, incidental or punitive damages or for loss of profits arising out of or related to equipment or programming ordered by the customer. Whether such damages be direct, indirect, foreseeable or otherwise and whether liability is claimed to arise by reason of contract, tort, strict liability, negligence or otherwise in no event shall IDS's liability to customer exceed the price of ordered equipment stated in this order.
9. IDS shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.
10. This order shall be governed by and construed in accordance with the laws of the State of California.
11. Customer assumes all responsibility for provision of required electrical service meeting U.L. and applicable code standards.
12. The occurrence of, but not limited to, any of the following events shall constitute a default by customer: (a) non-payment, when due, (b) customer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors. Attorney's fees, if any action at law or in equity is necessary to enforce or interpret the terms of this agreement, IDS shall be entitled to reasonable attorney's fees, cost, and necessary disbursements.

**MFP Equipment Maintenance Agreement Terms & Conditions**

1. This agreement covers the labor and the materials or adjustments, repair and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond IDS's control are not covered. IDS may terminate the agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by IDS, or if parts, accessories, components or supplies not authorized by IDS are fitted to or used in the equipment.
2. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repairs and replacement of parts described in Paragraph 3.
3. Service calls under this agreement will be made during IDS's normal business hours at the installation address shown on the reverse side of this agreement. Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Travel and labor time for service calls after IDS's normal business hours, on weekends and holidays, if and when available, will be charged at IDS's overtime rates in effect at the time that the service call is made. Connected equipment will be covered up to the computer/network connection, service calls caused by computer/network will be charged at the current published hourly labor rate, digital connected equipment must be accompanied by a "Scope of Work" agreement.
4. When in its sole discretion IDS determines a shop recodition is necessary to keep the equipment in working condition, IDS will submit to customer a written estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this extended warranty agreement. IDS will provide the customer with a loaner machine, charging only for copies/pages/prints/scans made at the rate listed on the front of this agreement, while their equipment is being reconditioned. If the customer does not authorize such reconditioning, IDS may discontinue service of the equipment under this agreement, refunding the unused portion (the lesser of the time or copies) of the agreement charge, or may refuse to renew this agreement upon expiration. Thereafter, service will be available on a Time and Materials "Per Call" basis, at published rates.
5. This agreement shall become effective upon receipt of payment by IDS of the maintenance charges provided on the reverse side hereof and coverage shall be continuous for either timeframe or number of copies/pages/prints/scans allowed as specified on the reverse side, whichever occurs first. In the event that said allowable copies are exhausted, IDS will continue to maintain said equipment at the per copy rate set forth on the reverse side, termed as copy excess (overage), billed in arrears at said intervals on the reverse side of this agreement. Unless notified in writing thirty days prior to the expiration date hereof by the customer or IDS, this extended warranty agreement shall be automatically renewed for the same successive period of the time upon the same terms and conditions as stated herein and shall be subject to any price/rate increase at any twelve month intervals thereafter.
6. This agreement may not be transferred without the prior written consent of IDS. This agreement is non-refundable.
7. The initial charge for maintenance under this agreement shall be the amount set forth as the "Rate" on the reverse side hereof. The maintenance charge with respect to any renewal term will be IDS's current rate in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within fifteen days of the date of invoice for such charges. Customer understands that the use of sub-standard supplies, alterations or attachments not authorized by IDS may cause excessive service calls which may result in an increase in maintenance charges. Customer agrees to pay such charges promptly when due. Customer agrees that, should they have any past due balances with IDS for any reason, service under this agreement will be suspended until such past due balances have been satisfied.
8. If the customer does not pay all charges for maintenance or parts as provided hereunder promptly when due: (1) IDS may (a) refuse to service the equipment or; (b) furnish service on a COOD "Per Call" basis at published labor rates and (2) the customer agrees to pay IDS's costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to IDS. All equipment sold by IDS is designed to give excellent performance when operated within the following guidelines: Equipment must be placed in a normal office setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes. Equipment must be operated on an isolated electrical line. Equipment must always be operated on a UL approved electrically protected circuit, with proper current, voltage and type of outlet. Equipment must be connected to a power protection device as recommended by IDS. Equipment must be operated within the specified operations (including usage) specification. Only supplies within manufacturer required specification may be used (refer to paragraph 7). If the customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then IDS may at its option, terminate its obligations related to the service of this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on the reverse side of this agreement, then, at IDS's option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specification and operation.
9. Other than the obligations set forth herein, IDS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for particular purpose. IDS shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of equipment and customer hereby waives any claims related thereby.
10. This agreement shall be governed by and construed according to the laws of the State of California applicable to agreements wholly negotiated, executed and performed in California. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of IDS and the customer. Per Image Charges are based on Suppliers estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" paper. For "All Inclusive" service agreements that include toner, the consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee may be assessed based on volume of use. Full service maintenance is only available for equipment having a valid manufacturer serial number and UL certification. The customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of a designated operator change so as to affect the operator's availability to perform the assignment, the customer shall inform IDS immediately. Key operator shall also be responsible for providing IDS with monthly meter reading. The Customer agrees to keep active the necessary remote meter collection software provided by Supplier which is loaded at the Customer site at no cost to the Customer for the sole purpose to provide the Supplier with electronic meter collection capability. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement. Customer agrees that IDS shall have full and free access and sufficient workspace to provide service on the equipment covered by this agreement. This agreement shall not be effective until it has been approved and accepted by IDS. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representation, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-15-70-23**

Copiers, Printers and Related Devices  
Nevada NASPO ValuePoint Master Agreement 3091  
**Canon U.S.A., Inc.**

This Participating Addendum Number 7-15-70-23 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Canon USA (hereafter referred to as "Contractor") under the lead State of Nevada NASPO ValuePoint Cooperative Purchasing Organization (NASPO ValuePoint) Master Agreement No. 3091.

**1. Scope**

- A. This Participating Addendum covers the purchase of Copiers, Printers and Related Devices under the Nevada NASPO ValuePoint Master Agreement Number 3091. The NASPO ValuePoint Master Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. Term**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

**3. Mandatory Statewide Contracts**

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) copiers, printers and related devices cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

#### 4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013 (“General Conditions”), subject to the modifications set forth in Section 4.B below. The twelve page document can be viewed at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13\\_1127.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf)
- 1) Terms in the General Conditions stated as being applicable to “Contractor” shall be deemed to be references to each applicable Authorized Dealer under a purchase order to the extent consistent with their responsibilities and activities as contemplated by this Participating Addendum, and reference to “this Contract” shall be deemed to be references to each purchase order.
  - 2) For the purpose of this Participating Addendum, the parties agree to the following modifications to the General Provisions:
    - i. With respect to Section 9, “Assignment,” consent shall not be required for assignments of rights to payment, provided that Contractor and the applicable Authorized Dealer remain responsible for their obligations this Participating Addendum and the applicable purchase order.
    - ii. With respect to Section 13, “Transportation Costs and Other Fees or Expenses,” if special rigging is required for delivery and installation, the Authorized Dealer may require additional charges therefor but only if approved by the Ordering Agency.
    - iii. With respect to Section 14, “Delivery,” Contractor shall make commercially reasonable efforts to meet the specific delivery dates designated in any purchase orders.
    - iv. With respect to Section 18, “Warranty,” the only product warranty terms are those as provided by the respective manufacturer. In the case of Canon or Océ brand manufactured equipment, Canon USA’s standard limited warranty statements packaged with the products govern; and provided further that to the extent Contractor offers Software, the warranty coverage for such Software shall be governed by the warranty terms provided by the Software developer of such Software in the applicable end user license agreements included with the Software.
    - v. With respect to Section 22, “Termination for Convenience of the State,” such termination is subject to Section 17 of this Participating Addendum.
    - vi. With respect to Section 23.b., “Termination for Default,” the parties agree that the cure period in case of breach shall be thirty (30) days.
    - vii. With respect to Section 26, “Limitation of Liability,” the exceptions set forth in subsection 26.d.(ii) shall not apply.
    - viii. For the avoidance of doubt, the parties acknowledge and agree that no result of Contractor’s services under the Participating Addendum shall be deemed “work for hire” resulting in Work Product.



**Participating Addendum No. 7-15-70-23**

- ix. The terms and conditions governing the Software under this Participating Addendum are contained in the applicable developer's Software end user license agreements, and in any applicable Software maintenance and support agreements included with the purchase of the Software license or separately purchased by Ordering Agencies.
- x. With respect to Section 46, "Examination and Audit," the State's audits rights shall apply only to those records reasonably necessary to support Contractor's or Authorized Dealers' invoices and charges to the State and Ordering Agencies for products and services purchased or leased under this Participating Addendum.

**5. Order of Precedence**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-15-70-23
- B. Nevada NASPO ValuePoint Master Agreement Number 3091, subject to the changes set forth below:
  - i. With respect to 3.7.4 of the Master Agreement, Contractor can provide the State with specific options to enhance data security in addition to the 3-pass overwrite that will be performed by Contractor at no additional charge as required under 3.7.4.3. Some of these options are at an additional cost, including hard drive removal under Section 5.4.6 of the Master Agreement. The Ordering Agency is responsible for choosing what, if any, options it wants Contractor to provide beyond the included end-of-term 3-pass overwrite, including whatever erasure standards may be required by applicable law.
  - ii. The notification requirements of Section 5.4.7.2 of the Master Agreement, "Special Promotions," shall apply exclusively to Contractor in the event Contractor provides special promotion or pricing as a supplement to the applicable Attachment I Price Schedule.
- C. Canon Service Level Agreement (Exhibit B)

**6. Available Products and Services**

This Participating Addendum includes the following Groups:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format
- Group D – Printers

**7. Disallowed Products and Services**

Contractor-supplied leasing agreements and rental options are not allowed. This restriction is not applicable to political subdivisions/local governments.

**8. Price List**

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
  - 1) Manufacturer Part Number or Item Number
  - 2) List Price
  - 3) Minimum Discount off List Price
  - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

**9. Equipment Additions/Deletions**

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
  - 1) Equipment is within existing awarded groups under the NASPO ValuePoint Master Agreement;
  - 2) Contractor has obtained prior approval from the Nevada NASPO ValuePoint Contract Administrator; and
  - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.
- D. Notwithstanding the provisions of this Section 9, Contractor retain discretion to remove discontinued equipment models from the list of equipment offered under this Participating Addendum in accordance with the NASPO ValuePoint Master Agreement.

## 10. Authorized Dealers

- A. State-approved Canon USA authorized dealers ("Authorized Dealers") will be posted on the State's eProcurement website. Authorized Dealers may accept orders for the sale of equipment and the performance of services under this Agreement and, with respect to such orders, shall have sole responsibility for fulfilling such orders. Charges for all orders will be invoiced individually by each Authorized Dealer and order payments will be made by the Ordering Agency directly to the Authorized Dealers. In the event of any disputes between an Authorized Dealer and the State or Ordering Agency, Canon USA shall investigate, shall consult with the Ordering Agency or State as appropriate, and shall use commercially reasonable efforts to resolve the dispute. Nothing contained in this Agreement shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its Authorized Dealers and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its authorized dealers is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- C. Subject to the approval of the State, Authorized Dealers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Dealers or changes to current Authorized Dealers contact information at any time during the contract term.
- D. Contractor shall submit an Authorized Dealer list identifying the company name, address, contact name, phone number and email of Authorized Dealers to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.

## 11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum. This section does not apply to political subdivision/local government use of this Participating Addendum.

**12. Contractor Responsibilities**

Contractor or the Authorized Dealer must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

**13. Invoicing**

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

**14. Usage Reporting**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

**15. Administrative Fee**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.



Participating Addendum No. 7-15-70-23

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California  
Department of General Services, Procurement Division  
Attention: Master Unit 2  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605

D. The administrative fee shall not be included as a separately charged adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged as a separate line item to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**16. Contract Management**

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Canon USA  
Name: Mike Hurley, Contract Admin.  
Phone: (631) 330-3613  
Fax: (631) 330-5459  
E-Mail: [isqbidadmin@cusa.canon.com](mailto:isqbidadmin@cusa.canon.com)  
Address: 1 Canon Park  
Melville, NY 11747

B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Cynthia Okoroike  
Phone: (916) 375-4389  
Fax: (916) 375-4663  
E-Mail: [cyntha.okoroike@dgs.ca.gov](mailto:cyntha.okoroike@dgs.ca.gov)  
Address: State of California  
Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

#### 17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor, Authorized Dealers and the Ordering Agency, as applicable, of the obligation to perform under any purchase order or other similar ordering document for the stated terms thereof if executed prior to the termination becoming effective.

#### 18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

Participating Addendum No. 7-15-70-23

19. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with or contrary to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Nevada NASPO ValuePoint Master Agreement Number 3091, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Canon U.S.A., Inc.

By:

By:

Name: Jim Butler

Name: Junichi YOSHIKAKE

Title: Deputy Director

Title: SENIOR VICE PRESIDENT, G.M., BISCAY

Date: September 25, 2015

Date: September 23, 2015

CITY OF LA QUINTA a California municipal corporation

Frank J. Spevacek  
FRANK J. SPEVACEK, City Manager  
City of La Quinta, California

ATTEST:

APPROVE AS TO FORM:

Monika Radeva  
MONIKA RADEVA, City Clerk  
City of La Quinta, California

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

**EXHIBIT B**

**SERVICE LEVEL AGREEMENT (SLA)**

**1. Customer Level SLA**

**1.1 Purpose**

The purpose of this addendum is to define service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

**1.2 Response Time - Fleet**

Vendor agrees to maintain the following service levels defined below as targets:

<b>Group</b>	<b>Performance Criteria</b>	<b>Quarterly Uptime</b>
A/B	Average Uptime under 105ppm multifunctional devices ( within servicing territory for each dealer) Includes	95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)
A/B	Average Uptime Production Equipment 105ppm or greater (within servicing territory for each dealer)	80% or better on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within Canon's Servicing Territory.
C	Wide Format Devices PW900 CW650 PW340 CW900 PW500	95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory.
D	Printers (Color and Black & White) imageCLASS Models MF models imageRUNNER LBP models have the same uptime as category A/B under 105ppm	See Exchange /Carry-In Policy Attached
F	Scanners	See Exchange /Carry-In Policy Attached
	Average On-Site Response Time	6 Hours or Less - over 6 fixed quarterly intervals



		per year, for devices within a servicing territory. Except exchange models if applicable.
	First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

**Servicing Territory** – 50 miles within the Authorized Servicer

Production Equipment - units with rated speeds 105 pages per min or faster and/or graphic production color units (excludes imageRUNNER color units).

**Multifunctional Devices** – Black and White units with rated speeds below 105 pages per minute and business color units (imageRUNNER color units are included in this classification).

**For All Multi-Function devices - B/W & Color**

Average response time - Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

**For B/W units with rated speeds 105 pages per minute or faster and/or Graphic production color units (Excludes imageRUNNER color units)**

Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

**For Groups A and B** - Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

**Loaner Unit/Backup Production** – If any unit in Groups A and B is inoperable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit’s ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier’s payment requirements.

For groups D and F, The Exchange and Carry-Inn Product Limited Warranty would apply.

**1.3 Additional Vendor Guarantees**

**1.3.1 Training** – End-user training - Upon equipment installation shall be at no charge. Technical support training to include Network connectivity and print driver installation. Subsequent training shall be available on an ongoing basis during the contract at an additional charge. Scheduling of all training shall be mutually agreed upon during regular business hours.

**1.3.2 Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

**2. Reporting and Billing**

**2.1 Timely Reporting** – Vendor shall produce reporting for the State within 30 days of the closing of the reporting period.

- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party.

**NASPO CALIFORNIA SAMPLE PURCHASE ORDER AND INSTRUCTIONS**

<b>CUSTOMER BILL TO:</b> City of La Quinta 78-495 Calle Tampico LaQuinta, CA 92253 760 777-7085		<b>PURCHASE ORDER REQUEST</b>  <b>PURCHASE ORDER NUMBER:</b> _____  <b>DATE:</b> _____		
City of La Quinta Lisa Chaudhry 78-495 Calle Tampico La Quinta, CA 92253 760 777-7085				
<b>VENDOR:</b> <b>Canon Financial Services</b> Innovative Document Solutions (T36E) 158 Gaither Drive, Suite 200 Mt. Laurel, NJ 08054		<b>REMIT TO:</b> <b>Canon Financial Services</b> 14904 Collection Center Drive Chicago, IL 60693		
<b>REMARKS/SPECIAL INSTRUCTIONS:</b> <i>NASPO ValuePoint 3091 CA 7-15-70-23; 60 month Capital Lease (\$1 out)</i>				
QTY	item #	DESCRIPTION	UNIT PRICE ( or MONTHLY PMT)	TOTAL
8	0605 003BB	Canon iRA IRC5535i	122.04	976.32
8	0609C002AA	Cassette Feeding Unit AM1	18.94	151.52
8	0166C002AA	G3 Fax Board AS1	10.44	83.52
8	0615C002AA	Inner Finisher H1	15.66	125.28
1	1191C002AA	Canon IRA C7565i	231.42	231.42
1	0124C003AA	Fin V2	39.17	39.17
1	2895B002AA	2/3 Hole Puncher	11.10	11.10
1	0162C002AA	Paper deck unit E-1	31.32	31.32
	Zero Base Service plan	Contract pricing iRC5535i units at:	BW @ .0106 ea. & COLOR @ .078 ea.	
		Contract pricing iRC7565i unit at:	BW @ .007 ea. & COLOR @ .047 ea.	
			<b>SUBTOTAL</b>	1649.65
			<b>SALES TAX</b>	
_____ <b>AUTHORIZED SIGNATURE</b>			<b>SHIPPING AND HANDLING</b>	Inc
			<b>TOTAL</b>	



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

**AGENDA TITLE:** APPROVE MEMORANDUM OF UNDERSTANDING WITH GREATER COACHELLA VALLEY CHAMBER OF COMMERCE

### RECOMMENDATION

Approve a Memorandum of Understanding with the Greater Coachella Valley Chamber of Commerce; and authorize the City Manager to execute it.

### EXECUTIVE SUMMARY

- The City has had annual services agreements with the La Quinta Chamber of Commerce or the Greater Coachella Valley Chamber of Commerce (Chamber) since 1991 to support business development, retention, and tourism.
- Per the proposed Memorandum of Understanding (MOU), the City would fund event sponsorship, and an exclusive content section in the Gem.

### FISCAL IMPACT

The 2019/20 Budget allocates \$100,250 for Chamber services in the Marketing & Tourism account (101-3007-60461). This includes:

• The <i>Gem</i> magazine	\$	86,750
• State of the City	\$	8,500
• Hot Rod & Custom Car Show sponsorship	\$	5,000
• Dinner Under the Glow (NEW)	\$	0

This is a \$14,750 decrease over the 2018/19 contract.

### BACKGROUND/ANALYSIS

The MOU would be managed by the City Manager’s Office. The scope of work includes:

- Continue and enhance The *Gem*, a print publication distributed to approximately 23,000 residences and businesses in La Quinta
  - Six full City pages per month, 72 pages per year

- Digital distribution in social media and email blasts
- State of the City
  - Presentation by Mayor and Council of City progress and on-going development efforts
  - Awards presented to local businesses as determined by a process agreed to by both parties
- Hot Rod & Custom Car Show Sponsorship
  - Chamber would manage exhibitors, security, the beer garden, food vendors, entertainment and licensing
- Dinner Under the Glow
  - City would offer SilverRock event site to Chamber as part of sponsorship
  - Chamber would execute all other aspects of event

### ALTERNATIVES

Council may choose to make modifications to the scope and/or funding levels.

Prepared by: Marcie Graham, Marketing Manager

Approved by: Jon McMillen, City Manager

Attachment: 1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LA QUINTA AND  
GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**

This Memorandum of Understanding ("MOU") is made by and between the CITY OF LA QUINTA, a California municipal corporation ("CITY"), and GREATER COACHELLA VALLEY CHAMBER OF COMMERCE ("CHAMBER" and, along with CITY, sometimes referred to as the "parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the CITY, in strategically advancing its interests, requires certain professional promotional services rendered in coordination with the local business community; and

**WHEREAS**, the CHAMBER is qualified by virtue of experience, training, education, product offering, and expertise to provide these services, and has agreed to provide same as reflected herein;

**NOW, THEREFORE**, CITY and CHAMBER agree to the following:

**1.0 TERM OF MEMORANDUM.**

**1.1** All Recitals set out above are true and correct.

**1.2** This MOU is to remain in effect for 1 (one) year following its execution by the parties to this MOU. This MOU may be terminated at any time by any of the parties to the MOU with a 30 (thirty) day written notice to the remaining party.

**2.0 OBLIGATIONS OF THE CHAMBER.**

**2.1** The CHAMBER will provide the services listed on Exhibit A attached and incorporated ("CHAMBER obligations").

**2.2.** Notwithstanding any other provisions in this MOU, the CHAMBER shall not use, nor may the CHAMBER authorize the use of, any funds or other subsidy (of whatever kind) provided by the CITY pursuant to this MOU or any other agreement with the CITY, including but not limited to any funds or other subsidies provided by the CITY for the "CHAMBER obligations" listed in Exhibits A and "CITY obligations" listed in Exhibit B, to advocate to any person or entity (of whatever organization whatsoever, including but not limited to, sole proprietors, unincorporated associations, limited liability companies, corporations, businesses and public agencies) a position or vote either in favor of

or against any measure placed on the ballot for the November 8, 2020 General Election, including but not limited to the measure placed on the ballot by the La Quinta City Council asking the City's electorate to vote on a proposed 1% transactions and use ("sales") tax rate increase. It is expressly understood and agreed by the CHAMBER that, pursuant to California law, public resources may not be used to advocate or "mount a campaign" in favor of or against any ballot measure.

**2.3** If the CHAMBER uses or is alleged to have used, or authorizes the use of or allegedly authorizes the use of, any funds or any other subsidy (of whatever kind) provided by the CITY in violation of Section 2.2 above, the CHAMBER shall: (a) Immediately cease and desist from continuing the violation or alleged violation of Section 2.2 above, (b) Immediately use other funds or subsidies that are not provided by the CITY to pay for or otherwise subsidize the services rendered that are, were, or alleged to have been in violation of Section 2.2 above, (c) Immediately, without reservation or rights or delay, return to the CITY any and all funds and other subsidies provided by the CITY for the services rendered that are, were, or alleged to have been in violation of Section 2.2 above, and (d) Refrain from performing under this MOU, including but not limited to refraining from performing the "CHAMBER obligations" listed in Exhibits A, unless and until the CHAMBER complies with this Section 2.3 and the CITY authorizes in writing the continuance of performance under this MOU. The CITY shall have no obligation to provide any funds or other subsidies (of whatever kind) under this MOU or any other agreement with the CITY unless and until any violation or alleged violation of Section 2.2 above has been cured as determined by the CITY in its reasonable discretion. The CITY shall have all rights and remedies available at law or in equity, including but not limited to declaratory and injunctive relief, as well as the rights available under this MOU, including but not limited to the indemnity provided in Section 4.0 below, to enforce the provisions herein. In addition to the other provisions in this MOU, this Section and Section 2.2 shall survive the termination or expiration of this MOU.

**3.0 OBLIGATIONS OF CITY.** CITY will provide the services listed on Exhibit B attached and incorporated ("CITY obligations").

**4.0 MUTUAL INDEMNITY AND RELEASE.** The CITY and CHAMBER each hereby agree to indemnify, defend, and hold harmless the other party and its officers, employees, agents, and authorized volunteers (collectively, "Indemnitees") from and against any and all claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys' fees and costs of litigation (collectively "Claims") arising out of and/or in any way relating to the indemnifying party's activities in the performance of this MOU, or to the indemnifying party's acts and/or omissions in providing or administering the same, excepting only those Claims arising out of the sole negligence or willful

misconduct of the Indemnitees. This MOU is not intended to and specifically does not create joint and several liability.

**5.0 INSURANCE.** The parties agree to provide insurance in accordance with the provisions of this Section.

**5.1 CITY'S Insurance Obligation.** Without limiting the indemnification provisions provided herein, CITY, at its sole expense, shall obtain and keep in force during the term of this MOU and any extensions thereof, a policy or policies of general liability insurance, or equivalent thereof, covering all injuries to persons and damage to property resulting from any actions or omissions of the CITY in accordance with the terms of this MOU. Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by ambest.com. At the CITY's option, CITY shall be allowed to self-insure the insurance coverage as required above.

**5.2 CHAMBER'S Insurance Obligation.** Without limiting the indemnification provisions provided herein, CHAMBER, at its sole expense, shall obtain and keep in force during the term of this MOU and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property resulting from any actions or omissions of CHAMBER in accordance with the terms of this MOU. The policy or policies evidencing such insurance shall be endorsed to name the CITY, its officials, officers, employees, and agents as additional insured, shall provide that same may not be cancelled or amended without thirty (30) days prior notice to CITY, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by ambest.com. Prior to the Commencement Date of this MOU, and upon renewal of such policies, CHAMBER shall submit to CITY certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect.

## **6.0 ADDITIONAL PROVISIONS.**

**6.1** In all cases, the language in all parts of this MOU shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this MOU.

**6.2** This MOU contains the entire agreement of the parties with respect to the subject matters identified in this MOU and supersedes any prior oral or written statements or agreements between the parties with respect to the subject matters identified in this MOU.

**6.3** No termination or expiration of this MOU shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination or expiration of this MOU.

**6.4** In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this MOU, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

**6.5** No waiver of any term or condition of this MOU shall be a continuing waiver thereof.

**6.6** This MOU is not intended to and does not create any partnership or joint venture between the parties, and each party remains an independent contractor as to the other. Each party shall bear its own liability and there is no joint and several liability as a result of this MOU.

[signature on following  
page]

**IN WITNESS WHEREOF**, CITY and CHAMBER have executed this MOU as evidenced by the signatures contained below:

**CITY OF LA QUINTA:**

**GREATER COACHELLA VALLEY  
CHAMBER OF COMMERCE:**

By: \_\_\_\_\_  
Jon McMillen  
City Manager

By: \_\_\_\_\_  
Joshua Bonner  
President

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

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Monika Radeva  
City Clerk

By: \_\_\_\_\_  
Print Name & Title:

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM  
AND CONTENT:**

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

By: \_\_\_\_\_  
Print Name & Title:

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**EXHIBIT "A"**

Obligations of CHAMBER

**1. The Gem Newsletter**

- a. Community Newsletter with circulation by mail of approximately 23,000 residences and businesses within La Quinta with a monthly frequency and includes digital format and distribution (i.e. email blasts, social media)
- b. City reserves the option to purchase ad space with exclusive pricing that includes:
  - i. Six (6) full pages of content, twelve (12) months
  - ii. Layout and design for all contentTotal Cost: \$86,750

**2. State of the City**

- a. Presentation by Mayor and Council of city progress and on-going development efforts.
  - b. Mayor and Council will also present business awards as determined by a process agreed to by both parties.
  - c. CHAMBER would stage this annual event; city staff would design and approve format and content
- Total Cost: \$8,500

**3. 13th Annual Hot Rod & Custom Car Show Sponsorship**

- a. Community Event: annual car show (held the day before Super Bowl) at La Quinta Community Park.
    - i. Projected event parameters include:
      - a. 80-150 vehicle entries;
      - b. 8-25 food/retail vendors and alcohol sales;
      - c. Live entertainment during the event; and
      - d. La Quinta auto dealership inclusion.
  - b. City Title Sponsorship, which includes: event materials branding (both print and digital), press release inclusion, and drive market promotion (in San Diego and Orange Counties)
- Total Cost: \$5,000

**4. Dinner Under the Glow**

- a. Community Event: hot air balloon event with dinner at SilverRock event site.
  - b. City Sponsorship, which includes event materials branding (both print and digital), press release inclusion, and drive market promotion (in San Diego and Orange Counties)
- Total Cost: \$0

**Grand Total: \$100,250**

CHAMBER shall submit monthly invoices to CITY. Such invoices shall be reviewed by a principal member of CHAMBER specifying that the payment requested is for work performed in accordance with the terms of this MOU. CITY will pay CHAMBER for all expenses stated thereon which are approved by CITY and in accordance with this MOU no later than thirty (30) days after invoices are received by the CITY.

**EXHIBIT "B"**

Obligations of CITY:

All services listed herein shall be provided in-kind only, and no additional fees or charges have been agreed upon or associated with these services.

**1. The Gem newsletter**

- a. Select twelve (12) months where CITY information will be featured
- b. Provide content and articles for six (6) pages at the sole discretion of the CITY
- c. Add monthly Gem newsletter links to municipal website ([www.laquintaca.gov](http://www.laquintaca.gov)) and tourism website ([www.playinlaquinta.com](http://www.playinlaquinta.com))

**2. State of the City**

- a. City would provide and design concept and theme of program
- b. City would promote and market event on social media platforms as well as municipal website ([www.laquintaca.gov](http://www.laquintaca.gov)) and tourism website ([www.playinlaquinta.com](http://www.playinlaquinta.com))

**3. 13th Annual Hot Rod & Custom Car Show**

- a. Provide printed marketing collateral
- b. Provide promotion as a calendar item on the municipal website ([www.laquintaca.gov](http://www.laquintaca.gov)), and as a calendar item on the tourism website ([www.playinlaquinta.com](http://www.playinlaquinta.com)), and will "share" the event on Facebook and Twitter
- c. Provide use of the mobile stage (including): delivery within La Quinta city limits, setup, striking, and removal

**4. Dinner Under the Glow**

- a. Provide SilverRock event site as location for event
- b. Provide promotion on the municipal website ([www.laquintaca.gov](http://www.laquintaca.gov)), and as a calendar item on the tourism website ([www.playinlaquinta.com](http://www.playinlaquinta.com)), and will "share" the event on Facebook and Twitter

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CONTRACT SERVICES AGREEMENT WITH JNS NEXT FOR DIGITAL MARKETING AND PUBLIC RELATIONS SERVICES

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### RECOMMENDATION

Approve a three-year Contract Services Agreement with JNS Next for digital marketing and public relations services in the amount of \$500,000; authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- JNS Next (JNS) was re-approved as the City's agency of record in 2017.
- The 2019/20 proposed marketing services performed by JNS would include digital advertising and public relations services.
- The proposed Contract Services Agreement (Agreement) is for a not-to-exceed \$500,000 over a three-year term.

### FISCAL IMPACT

Annual expenses for JNS are estimated at a base cost of \$103,500 per fiscal year. The total cost for the three-year contract term would not exceed \$500,000. The 2019/20 Marketing and Tourism Promotions (101-300-76461) includes funds for this year. Future costs would be budgeted in subsequent fiscal years.

### BACKGROUND/ANALYSIS

In June 2017, Council re-approved a contract with JNS to augment staff resources for traditional and digital mediums, as well as graphic design; in April 2019, staff assumed management of all print, television, radio, graphic design and social media.

Under this Agreement, JNS will continue to manage all digital marketing through search engine optimization, pay per click, and mobile and display advertising buys, as well as public relations with extended press placement.

Upon Council approval, the term of this Agreement will expire on June 30, 2022. The City reserves the right to terminate the Agreement at any time with a 30-day written notice.

**ALTERNATIVES:**

Council may elect to deny approval of this Agreement or make modifications.

Prepared by: Marcie Graham, Marketing Manager

Approved by: Jon McMillen, City Manager

Attachment: 1. Agreement with JNS Next

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and JNS Next, California limited liability corporation ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to marketing and media buying services, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any

such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor



performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed **Five Hundred Thousand Dollars (\$500,000.00)** (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall

compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2019, and terminate on June 30, 2022 ("Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Garry Sage, President & Founder  
Tel No. 760.775.0000  
E-mail: gsage@jnsnext.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Marketing Manager or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting

Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall

be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and

in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not



public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act

by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not

paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:  
  
CITY OF LA QUINTA  
Attention: Jon McMillen  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:  
JNS NEXT  
Garry Sage  
78080 Calle Estado, # 201  
La Quinta, CA 92253

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly

organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

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

ATTEST:

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

Name: \_\_\_\_\_

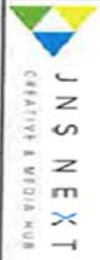
Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

### Exhibit A Scope of Services



Digital / Mobile / Social																						
SEO	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	Monthly spend to help optimize the City of LA Quanta's web sites organically and help them appear higher in the search engine result pages.
Target Website Ad Campaign (PCC Buys)	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$27,000	Monthly spend on the targeted ad campaign
Facebook Ads - City Related (Quanta) - Plus Retargeting - Facebook Likes	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000	Consumers can find out what their friends have done while visiting LA Quanta geo-targeted, behavior targeted & niche targeted reaching the consumer on their facebook page
Mobile Media	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000	geo-targeted, behavior targeted & niche targeted reaching the consumer on the sites they like to frequent.
Digital / Mobile / Social Totals	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$93,000	
Public Relations																						
Public Relations	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$10,500	
Other Activities Total	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$10,500,000	
TOTALS	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$8,625	\$103,500	
COMBINED TOTALS	\$38,773	\$18,538	\$43,950	\$38,187	\$68,673	\$31,473	\$36,180	\$39,230	\$43,575	\$22,073	\$31,985	\$19,485	\$456,502									



ADDENDUM TO AGREEMENT  
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting

Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such

unidentified utility facilities. Contracting Party shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and

procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

## Exhibit B

### Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Five Hundred Thousand Dollars (\$ 500,000.00) ("Contract Sum").

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

Exhibit D  
Special Requirements

[None]

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.



Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (*e.g.*

elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving

the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions

identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.



# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CONTRACT SERVICES AGREEMENT WITH ACORN TECHNOLOGY FOR INFORMATION TECHNOLOGY SERVICES

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### RECOMMENDATION

Approve Contract Services Agreement with Acorn Technology for information technology services in an amount not to exceed \$330,000 annually for the first three years; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- In February and May 2019, staff solicited proposals for information technology services and Acorn Technology (Acorn) was selected.
- Acorn would provide project management, information technology (IT), and disaster recovery services, and assist with IT asset management and procurement of IT related products at cost.
- The current IT contract with Convergeone will expire on June 30, 2019, and thereafter their services would be provided on a month-to-month basis.

### FISCAL IMPACT

Acorn would provide IT services for a base fee of \$228,600 per year or \$685,800 for the initial three year term. The contract provides for additional services (at the City's option) during the initial term, which could increase the annual fee to a maximum of \$330,000 per year or \$990,000 (for the initial three (3) year term). Should the City move forward with the optional two (2) year extension, the base fee would be \$240,024 per year or \$480,048, with a not-to-exceed fee of \$330,000 per year or \$660,000. The total contract cost, including the optional term, would be \$1,165,848 (base fee) with the not-to-exceed cost of \$1,650,000. This fee does not include hardware or software costs. Funds are available in the Information Technology budget (502-0000-60104, Consultants).

### BACKGROUND/ANALYSIS

In February 2019, staff solicited request for proposals (RFP) for information technology services and received eight proposals. Staff reissued an amended RFP on May 2, 2019, that included a refined scope of services that specified pricing structures for staffing costs. Again, eight proposals were received. Acorn, AMS Connect, APEX Technology, ConvergeOne, Exigent, Intelesyone, SHI, and VPLS submitted proposals. Upon reviewing the proposals, three firms were

interviewed and Acorn was selected because they were the most cost-effective and qualified firm.

Acorn is based out of Riverside and has provided services to reputable Coachella Valley organizations such as Sunnylands, the McCallum Theater and several southern California municipalities.

Upon Council approval, the initial term of this Agreement would expire on June 30, 2022, with an option to renew for two additional years (Attachment 1). The City has the right to terminate the Agreement at any time with a 90-day written notice.

The contract provides the City with one full-time network engineer, one full-time IT Technician, access to 24/7 remote helpdesk support, assistance with IT procurement services, and disaster recovery support.

Cost summary for the services are as follows:

<b>Year</b>	<b>Monthly Base</b>	<b>Annual Base</b>	<b>Not to Exceed</b>
2019/20	\$19,050	\$228,600	\$330,000
2020/21	19,050	228,600	330,000
2021/22	19,050	228,600	330,000
<b>Initial 3-Year Term</b>		<b>\$ 685,800</b>	<b>\$990,000</b>
2022/23	20,002	240,024	330,000
2023/24	20,002	240,024	330,000
<b>Optional 2-Year Extension</b>		<b>\$480,048</b>	<b>\$660,000</b>
<b>Total Contract Not to Exceed</b>		<b>\$ 1,165,848</b>	<b>\$1,650,000</b>

## ALTERNATIVES

Council may elect to not approve this Agreement or make modifications. However, staff does not recommend an alternative due to Acorn's cost-effective proposal and familiarity with the work to be performed.

Prepared by: Angela Ferreira, Management Analyst

Approved by: Jon McMillen, City Manager

Attachment: 1. Contract Services Agreement with Acorn Technology

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and ACORN TECHNOLOGY SERVICES ("Contracting Party"). The parties hereto agree as follows:

### **1. SERVICES OF CONTRACTING PARTY.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related Information Technology Services, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it will investigate the site where the Services are to be performed, if any, and will sufficiently acquainted itself with the conditions there existing to the extent reasonably necessary to provide the Services, (c) it has carefully considered how the Services should be performed, and (d) it will reasonably understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, or that prevents service delivery, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written

change order if Contracting Party is a contractor performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of

Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the

time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July \_\_\_\_\_, 2019, and terminate on June 30, 2022, ("Initial Term"). This Agreement may be extended for an additional two (2) year(s) upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) Mickey McGuire, Chief Executive Officer  
Tel No. (951) 784-3500  
E-mail: [mmcguire@acorntechservices.com](mailto:mmcguire@acorntechservices.com)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of

Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the Gilbert Villalpando, Assistant to City Manager, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City, which shall not be unreasonably withheld or delayed. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis; provided, however, that Contracting Party may transfer, sell, or assign more than twenty-five percent (25%) of the present ownership of the Contracting Party solely for the purpose of raising additional capital and Contracting Party provides evidence, satisfactory to the City Manager or designee in his/her/their reasonable discretion, that Contracting Party shall retain sufficient control to provide the services required hereunder. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting



Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set

forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in "Exhibit E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed,

Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights

of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in

its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without

the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Contracting Party covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Party shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

CITY OF LA QUINTA  
Attention: Gilbert Villalpando  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Acorn Technology Services  
C/o Mickey McGuire  
1960 Chicago Avenue, Suite E9  
Riverside, CA 92507



10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

10.9 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

  
\_\_\_\_\_  
MICKEY MCGUIRE  
Chief Executive Officer

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

ATTEST:

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

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

**Exhibit A  
Scope of Services**

[See Attached]



# **Managed Information Technology Services**

## *Scope of Services* **City of La Quinta**

Presented on  
June 24, 2019

**Acorn Technology Services**  
1960 Chicago Ave, Ste E9  
Riverside, CA 92507

951.784.3500 (office)  
951.320.7066 (fax)  
[www.acorntechservices.com](http://www.acorntechservices.com)

## Scope of Services- General Support

### 1) Managed IT Services

- Monitoring services
- Maintaining operational knowledge base for city specific systems
- Performance tuning and monitoring
- Perform routine maintenance tasks as noted below in Section 7
- Manage updates, patches/ hotfixes, antivirus/anti-malware definitions
- Change Requests, such new users, passwords, permissions, etc.
- Configuration Management for different user groups
- Server Administration
- Network Administration
- Hardware/Software Asset Management with recommended replacement schedules
- Record completion of works via ticketing system
- Training

#### A. Help Desk

- Maintain appropriate procedures to receive and respond to client calls
- Maintain data for the purpose to track, manage and report incidents and requests for service
- Provide the appropriate expert level of assistance
- Manage call escalation and resolution
- Manage the root cause analysis (RCA)
- Installation of Remote Management and Monitoring software
- Maintain proper security procedures when responding to client calls

#### B. Security

- Implement the applicable procedures to provide the appropriate level of protective and compliancy measures to assets, data and information-handling systems to ensure the Confidentiality, Integrity and Availability of the system.
- This is applied, but not limited to:
  - (1) Password policies and procedures
  - (2) Authentication
  - (3) Authorization/Access controls (ACL)
  - (4) Security incident reporting and management

#### C. End-user Satisfaction

- Obtain feedback from users regarding satisfaction with the services provided
- Communicate identified issues with services
- Ensures appropriate action is implemented to correct any identified issues



## Approach

Acorn's success is based on its flexibility to shape its services to meet the customer's needs. Acorn fully recognizes that the City of Monrovia's needs may vary, and Acorn will adjust our services as needed.

In general terms Acorn believes the best approach to support and maintenance is through proactive monitoring, patching, and protection. The Acorn team takes great pains to ensure security patches are tested and deployed, malware is kept out of the systems, SPAM is mitigated, and monitoring of all critical systems are watched closely by live Acorn team members 24/7/365. However, even with the most proactive methods in place, support and repairs are still needed.

Detailed below, in more specific terms, is Acorn's approach to providing the IT support that meets the City's needs, including an on-site TSR1 technician along with Acorn's 24/7 remote desktop support.

### 1. Staffing

- A. **Remote Support:** Acorn provides a team of technicians that are available 24/7/365 to provide remote technical support for the City's staff in the event the on-site personnel are unable to handle the need for technical support. The remote support technicians provide desktop support, server administration, network administration, and system monitoring.
- B. **Onsite Support:** In conjunction with the remote technical staff located at Acorn's headquarters, Acorn will provide two technicians to work at the City of La Quinta's main office delivering service to users as needed at all City locations. The technicians will be on-site for a standard work week of 40 hours a week 52 weeks a year, except for recognized City holidays. These staff members will maintain an IT work program that establishes priorities and balances the needs of all City Departments. From time to time, Acorn may alternate the on-site technicians in an effort to have a greater number of staff trained on the City's systems, thus, allowing Acorn to offer more redundant trained staffing support.

### 2. Ticket Generation & Tracking

Acorn Technology utilizes Autotask as its primary Helpdesk ticket management system. It consists of queues for Helpdesk, lab, and site where tickets are created and queued from the following sources:

- A. Incoming support calls
- B. Email sent to [Helpdesk@acorn-tec-services.com](mailto:Helpdesk@acorn-tec-services.com)
- C. Monitoring (Internal monitoring system)
- D. CentraStage monitoring (RMM software)
- E. Internal requests

All generated tickets are initially maintained and tracked in the Helpdesk queue. The Helpdesk Manager's responsibility is to monitor the queue and assign resources as necessary to ensure work is handled accurately and timely. Additionally, technicians are instructed to go into the queue as they complete tickets to work on the next ticket within the queue.

### 3. Call Handling

An incoming support call is answered and logged into Acorn's ticketing system. The technician will then work to resolve the caller's issue. Acorn will implement a policy whereby if the onsite technician is unavailable, the call can be routed to Acorn's 24/7/365 Helpdesk where a technician can remotely address the user's needs.

## acorn

### 4. Lab Process & Repair

When a PC or Server is brought into the lab, it is racked into a KVM (if available). Before any work or diagnosis is performed, machines are imaged (Full Backup). Once the backup image is confirmed, the ticket is reviewed and diagnostics/work is performed. If a hardware failure is diagnosed, the technician will determine if the equipment is under warranty. If the equipment is under warranty, the technician will contact the supporting vendor to arrange repair. If the equipment is not under warranty, the technician will contact the CSR to determine the next course of action. This may include researching and finding a replacement piece of equipment or pulling a spare from on-site inventory. Once work is complete, the ticket is updated with the work performed then audited by a different technician. When configuring new equipment for deployment, a ticket and install sheet are created. The install sheet contains a list of configurations and/or software requirements for the device. A technician checks off the items on the sheet as they are completed. When finished, notes are entered into the ticket and the sheet is audited by another technician.

### 5. Ticket Resolution

Helpdesk technicians are required to monitor the Helpdesk queue for all non-call generated tickets. Our goal is to minimize down time and restore service operation as soon as possible. Tickets are handled in FIFO order, by priority with high priority tickets handled first. The Helpdesk Manager may increase priorities of tickets based on severity and user impact. Once a technician is working on an issue (call generated or not), they are required to follow the escalation procedure outlined below. Once the issue is resolved (and the user is satisfied), time, work performed and notes are entered into the ticket, and the ticket is closed.

### 6. Escalation Process

Initial incoming calls are fielded by the next available technician and if that technician is unable to resolve an issue in an adequate amount of time or has not made progress towards a solution after 15 minutes, the technician will work to escalate the issue to the next level of support. If the next level of technical support is unable to resolve the issue in a timely manner, then the issue will be directed to Helpdesk Manager, who will determine the best way to handle the issue. Most likely this involves moving the issue to Acorn's special project team. The escalation process is closely monitored by the customer service representative.

### 7. General Monitoring/Maintenance Plan

For all current City of Monrovia inventory and any subsequent computers added to the System, Acorn will create and maintain the following systems, and perform the following activities per the following schedule:

#### A. **Apply Windows Update Patches**

Customer may use some software that may be negatively affected by Windows™ updates. Acorn shall evaluate the updates and if performance is acceptable, shall roll out patches across computers and servers. Roll out should occur within two weeks of the release of an update. Acorn will use its WSUS server or if the City prefers, use the City's WSUS server to manage and monitor the successful deployment of updates.

#### B. **Maintain Antivirus Definitions and Scan**

Acorn shall create and maintain a suitable anti-virus strategy, which will include installation and updates of new antivirus definitions and a weekly scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by Customer following Customer approval. Antivirus software shall monitor all servers, client machines, and e-mail. Acorn will use the server side





interface of the customer's antivirus software along with CentraStage to manage and monitor the successful deployment of antivirus definitions and system scans.

**C. Maintain SPAM control**

Acorn shall create and maintain a strategy for controlling unsolicited commercial e-mail (SPAM). SPAM control must extend to both local and remote users, and must allow for rescuing messages incorrectly categorized as SPAM. If the customer does not have an adequate solution in place, Acorn will use its Barracuda Spam filtering appliances to manage and monitor spam filtering for the customer.

**D. Data Back Up for Disaster Recovery Strategy**

Acorn can use off-the-shelf products, combined with its own customized applications for managing and monitoring data backup. Acorn would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- **Comprehensive:** Back up strategy includes full images from all servers. Back up strategy will be designed to retain data on a sufficient basis to protect against a catastrophic system-wide failure. Currently, this strategy includes daily back-ups for seven (7) days; weekly back-ups for four (4) weeks for an on-going basis. Additional retention can be put into place based upon customer storage availability.
- **Automated:** Backups occur automatically with no user intervention, and little or no administrative intervention.
- **Off-Site:** Backups are stored off Customer's primary site by direct network backup to a data center.
- **Easily Restored:** Backups are stored so that they are easily restored.
- **Back Up Schedule:**
  1. Complete image backup of all servers: No less than daily and more frequently based up on server functionality and criticality.

**E. Disaster Recovery Solution**

As requested by Customer, Acorn will develop, provide and implement a Disaster Recovery Solution to provide a viable solution to minimize downtime should any problems arise with the customer's current server configuration; however, this service is not included in this proposal and would be part of a separate agreement.

**F. Domain Management**

Acorn Technology can provide domain management for the City's domains which would include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

**G. Training**

Upon initial set up and as required for new users, Acorn will provide basic training on the proper use of the System. As requested by Customer, Acorn will have the on-site technician develop and provide training programs on application usage.

**H. Network Monitoring**

Acorn will maintain a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Customer Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that Customer's connectivity, latency and usage are within expected and acceptable tolerances.



8. **Response Schedule**

Acorn shall be prepared to provide ongoing support for Customer’s System implementation and maintenance, including remote access, telephone, and on-site help when necessary, per the following schedule:

<i>Response Schedule</i>	
<b>Telephone callback:</b>	
Business Hours (7am-7pm)	<b>30 minutes</b>
All other times	<b>60 minutes</b>
<b>Remote access assistance from qualified technician logging into Network, computer or server:</b>	
Business Hours (7am-7pm)	<b>30 minutes</b>
All other times	<b>60 minutes</b>

9. **Number of Users/Devices**

Acorn shall provide complete ongoing technical assistance and system management on the following:

<i>Quantity</i>	<i>Devices</i>
TBD	Users
120	Desktop/Laptop Windows Computers
7	Mac OS devices
23	Servers (Physical and Virtual)
3	LAN Infrastructure
1	Routers
21	Wireless Access Points
19	Switches
TBD	Virtual Private Network (VPN)
TBD	Networked Copiers/Printers
170	Phones



## Scope of Services- Assessment

Acorn Technology will conduct a full assessment, documentation and recommendations for key issues for the City of La Quinta's IT systems and support. Acorn will conduct a detailed survey of the network, inventory of estimated 127 workstations and 23 servers that span over 5 locations. The survey will provide detailed information which will be used to provide thorough and accurate documentation.

Acorn will conduct meetings with IT management, department heads and City management to ensure current issues, projects, needs, concerns and thoughts are addressed. Based off of the information gathered, Acorn will make recommendations to address key concerns and needs, improve functionality and implement best practices. The recommendations will be provided with budget and timelines for each recommendation. Subject to City approval and scheduling, Acorn will conduct a formal training/discussion with staff introducing who Acorn is, what we do and how we are here to help the City of La Quinta.

### 1. Conduct a Full Assessment of the City's Information Technology Systems:

- A. Acorn will arrange for technical and customer service personnel to be on-site at the City's locations for the purpose of performing a full assessment of the City's IT Systems. Additional remote assistance may also be provided to conduct the assessment. *It is anticipated that this will take approximately 30 days.*

The expected methods used to perform the assessment may include but are not limited to the following:

- i. Installation of Acorn's remote monitoring and management tool
- ii. Physical survey of each computer, server and location
- iii. Meet with and gather information from existing IT support team members
- iv. Review of existing practices and procedures
- v. Discussions with City Management to understand goals and objectives

- B. **Detailed Report:** Acorn will analyze the information collected during the assessment and provide a written report that at least includes the following documentation:

- i. Inventory of the Workstations with the following data: Make/Model, Operating System, Processor, RAM, HDD total/used, recommended replacement schedule, location, and assigned user
- ii. Inventory of the Servers: Make/Model, Operating System, Processor, RAM, physical or virtual, primary function, recommended replacement schedule, and other recommendations
- iii. Inventory of Network Printers/Scanners/Copiers
- iv. Inventory of Network Equipment: Switches, WAPs, Router(s), Modem(s), UPSs, Storage Devices, etc.
- v. Inventory of Phone System
- vi. ISP and Connectivity information: Fiber and Radio Speeds
- vii. Listing of Critical Applications and whether there is vendor support available
- viii. Remote Access Documentation: VPN, etc.
- ix. Evaluation of Backup System
- x. Evaluation of basic physical and network security
- xi. Evaluation of Anti-Virus, SPAM, and Malware
- xii. Network Diagram



xiii. Basic Floorplan with device and system locations

- C. **Recommended Solutions:** With the information gathered during the assessment, Acorn will develop a customized Information Technology Systems Solution i.e. an "IT Road Map or Plan" for the City. *It is anticipated that this will take approximately 30 days after the assessment has been completed.* The recommendations will include but not limited to:
- i. A list of recommended improvements, changes, and maintenance items
  - ii. Prioritization of each recommended item based on its criticality to City operations, best practices, and City goals and objectives
  - iii. Specifications for any recommended hardware and/or software
  - iv. Budget estimates for implementation including equipment and services
  - v. Estimated timelines for implementation
  - vi. A 5 year IT infrastructure replacement schedule and budget
  - vii. Recommended on-site and/or remote IT staffing to meet City's support needs

## Scope of Services- Vulnerability Scan

Acorn Technology will provide a Vulnerability Scan, both from an internal and external perspective for the City of La Quinta. The Vulnerability Scan includes a systematic audit of available services, searching for known deficiencies in the network, operating systems, and application layers. Acorn Technology will produce reports that offer an executive summary and details on:

- 1) Summary of Findings
- 2) Identified vulnerabilities with criticality
- 3) Remediation
- 4) Recommendations

*It is anticipated that this will take approximately 30 days after the assessment has been completed.*

Exhibit B

Schedule of Compensation

**Monthly Recurring Charges**

**Years 1-3:** \$19,050 per month (\$228,600 annually), not-to-exceed \$330,000 annually pending special projects\*

**Optional Years 4 and 5:** \$20,002 per month (\$240,030 annually), not-to-exceed \$330,000 annually pending any special projects

\*Special Projects include IT staffing for City Council, Housing Authority, and various City Boards and Commissions meetings. IT infrastructure upgrades, assessments, security scans, various after hour calls, and project outside the scope of normal working hours.

The following are considered projects outside the scope of the initial proposal if not performed by an onsite technician. These projects can be performed for the following rates:

- Deployment of new computers: \$300.00
- Deployment of new servers: \$2,500.00
- Installation of new VPN: \$75.00

Additional devices can be added to the support agreement at the following monthly recurring rates:

- \$50.00 per Computer
- \$150.00 per Server
- \$150.00 per Network
- \$5.00 per Phone

The following are hourly rates charges for other services not performed by an on-site technician that are not covered in the flat rate services:

- Tier 1 Technician (TSR1) \$90.00/hour
- Tier 2 Technician (TSR2) \$110.00/hour
- Tier 3 Technician (TSR3) \$125.00/hour

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule identified in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference.

Exhibit D  
Special Requirements

"None"

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Cyber Liability  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with



the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate

policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party,

the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions



identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTIONS TO APPROVE PERSONNEL POLICIES FOR ELECTED AND APPOINTED OFFICIALS

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### RECOMMENDATION

Adopt resolutions to approve Personnel Policies for Elected and Appointed Officials.

### EXECUTIVE SUMMARY

- The City engaged Municipal Resource Group, LLC (MRG) to review the existing Personnel Policies and Procedures and provide recommendations and revisions.
- At its June 18, 2019 meeting, the Council approved the revised personnel policies pertaining to full- and part-time City employees.
- Legal counsel recommended adopting separate personnel policies for Elected Officials and Members appointed to City Boards, Commissions, and Committees (Appointed Members).

**FISCAL IMPACT** - None.

### BACKGROUND/ANALYSIS

At the May 21, 2019 City Council meeting, a study session was held to provide a review of City employee personnel policies modifications. This was the first comprehensive review and revamp since the City was incorporated in 1982. Staff's objectives for initiating this effort were to:

- Comply with Federal and State law,
- Modernize the policies,
- Infuse performance-based practices,
- Provide additional controls and operational flexibility,
- Simplify.

Council adopted the employee personnel policies at the June 18, 2019 meeting.

The pertinent sections from the City's employee personnel policies applicable to Elected Officials are included as Exhibit A to the first resolution included with this report, revisions are indicated in tracked changes, and include the following:

- 1.0 Equal Employment, Discrimination, Harassment, and Anti-Bullying Policy
- 2.0 Workplace Violence
- 3.0 Use of Electronic Equipment and Systems
- 4.0 Fraud in the Workplace Policy
- 5.0 Health, Dental, Vision and Life Insurance Benefits
- 6.0 Consolidated Omnibus Budget Reconciliations Act (COBRA)
- 7.0 Flexible Spending Plan
- 8.0 Travel and Expense Policy

The pertinent sections from the City's employee personnel policies applicable to Appointed Officials are included as Exhibit A to the second resolution included with this report, revisions are indicated in tracked changes, and include the following:

- 1.0 Equal Employment, Discrimination, Harassment, and Anti-Bullying Policy
- 2.0 Workplace Violence
- 3.0 Use of Electronic Equipment and Systems
- 4.0 Fraud in the Workplace Policy
- 8.0 Travel and Expense Policy

Per the advice of legal counsel and pursuant to accepted practices many cities follow, it is in the best interest of the City to adopt distinct personnel policies that govern Elected and Appointed Officials and include only regulations that directly pertain to the positions they hold.

## ALTERNATIVES

Council may elect not to adopt separate resolutions or make additional modifications.

Prepared by: Chris Escobedo, Community Resources Director  
Approved by: Jon McMillen, City Manager

**RESOLUTION NO. 2019 – xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LA QUINTA, CALIFORNIA, ADOPTING  
PERSONNEL POLICY FOR ELECTED OFFICIALS**

**WHEREAS**, pursuant to accepted practices many cities follow, it is in the best interest of the City to adopt distinct personnel policy for Elected Officials for the City of La Quinta; and

**WHEREAS**, this resolution approves a separate manual specific to Elected Officials; and

**WHEREAS**, substantively, the regulations applicable to Elected Officials are also applicable to City employees pursuant to the City’s Personnel Policies and Procedures approved by Council on June 18, 2019; and

**WHEREAS**, all prior resolutions approving personnel policies for Elected Officials are hereby superseded by the revised City of La Quinta Elected Officials Personnel Policy attached hereto as “Exhibit A.”

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

SECTION 1. The City Council hereby adopts regulations that govern Elected Officials as set forth in the attached City of La Quinta Elected Officials Personnel Policy as “Exhibit A” incorporated hereto by this reference.

SECTION 2. This resolution supersedes all prior resolutions adopting personnel policies applicable to Elected Officials.

SECTION 3. This resolution shall go into effect upon adoption.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this \_\_\_\_\_ day of July, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Resolution No. 2019 – xxx  
Elected Officials Personnel Policy  
Adopted: (date)  
Page 2 of 16

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

MONIKA RADEVA, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

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



**CITY OF LA QUINTA**

**ELECTED OFFICIALS PERSONNEL POLICY**

The following regulations are applicable to all City of La Quinta elected officials.

**1.0 EQUAL EMPLOYMENT, DISCRIMINATION, HARASSMENT, AND ANTI-BULLYING POLICY**

The City prohibits any form of discrimination or harassment on the basis of membership in one or more protected categories as defined below, and as may be amended by State and Federal law. The City will NOT tolerate any unlawful harassment or discrimination. Violation of this Policy may result in censorship or removal from an appointed office or position [on which the elected official may serve](#).

Protected categories include race, religion, color, sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, marital status, age, medical condition, genetic characteristics or information, and physical or mental disability, or any other category protected by law.

Elected officials are prohibited from harassing or discriminating against applicants, officers, officials, employees, or contractors because of: (1) an individual's membership in a protected category; (2) the perception that an individual is a member of a protected category; or (3) the individual's association with a person who is perceived to be a member of a protected category.

Any form of retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanctions.

**1.0.1 Definitions**

1.0.1.1 Harassment: Unwelcome conduct based on membership in a protected category that unreasonably interferes with an individual's job performance, or creates an intimidating, hostile or offensive work environment. Behavior that constitutes harassment may include, but is not limited to:

- a. Unwanted sexual advances, requests for sexual favors and other acts where submission is made a term or condition of employment or appointment, or where submission to or rejection of the conduct is used as the basis for employment decisions.
- b. Speech, such as epithets, derogatory comments or slurs, based on a protected category. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.
- c. Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, or leering.
- d. Visual acts, such as displaying derogatory posters or cartoons, or sending emails, pictures or drawings that are derogatory or sexually explicit.

1.0.1.2 Discrimination: Treatment or consideration of, or making a distinction in favor of or against, an individual based on membership in a protected category. Discrimination in employment applies to all aspects of employment, including hiring, firing, compensation, transfer, promotion or layoff, recruitment and testing, training and apprenticeship programs, fringe benefits, pay, retirement plans, and disability leave, as well as other terms and conditions of employment or appointment.

1.0.1.3 Retaliation: Any adverse conduct taken because an individual has reported harassment or discrimination, or has participated in the complaint and investigation process described herein. "Adverse conduct" includes, but is not limited to: taking sides because an individual has reported harassment or discrimination, shunning and avoiding an individual who reports harassment or discrimination, real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination, or taking negative employment action.

## 1.0.2 Policy Dissemination

1.0.2.1 All elected officials shall be informed of the City's harassment and discrimination policy and complaint process prior to their need to know, and on a regular biennial basis. Also, said policy and complaint process shall be readily available to all elected officials, employees, contractors and members of the general public utilizing the City's facilities and services. All elected officials shall receive training on harassment and discrimination prevention.

1.0.2.2 All new elected officials shall be given a copy of the harassment and discrimination policy and complaint process upon taking office.



1.0.2.3 Elected officials are required to complete training on their role in preventing harassment and discrimination in the workplace. Such training shall meet the requirements of AB 1825 and AB 1661, as those laws may be amended.

### 1.0.3 Complaint Process

1.0.3.1 An individual who believes they are a victim of harassment or discrimination may make a complaint verbally or in writing with the City Manager without fear of reprisal. Where the City Manager is the alleged harasser, an elected official should bring the matter to the attention of the City Attorney.

1.0.3.2 Upon receipt of notification of a harassment or discrimination complaint, the City Manager or designee shall:

- a. Authorize and supervise the timely investigation of the complaint and/or investigate the complaint. The investigation may include interviews with: (i) the complainant; (ii) the accused harasser, or the individual alleged to have committed discriminatory action(s); and (iii) other persons who have relevant knowledge concerning the allegations in the complaint.
- b. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination, or retaliation, giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- c. Report the findings as to whether harassment or discrimination occurred to appropriate persons, including the complainant.
- d. If the allegations are sustained, recommend or take appropriate remedial action to ensure that the behavior does not continue.

1.0.3.3 The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents, or participating in investigatory interviews. Said person shall be advised of this right prior to the commencement of such discussions.

1.0.3.4 The City takes a proactive approach to potential policy violations and will conduct an investigation if it becomes aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

1.0.3.5 Individuals also may file complaints about sexual harassment or other illegal discrimination with the California Fair

Employment and Housing Commission (San Francisco Office: 1390 Market Street, Suite 410, San Francisco, California 94102; Telephone: 415-557-2325), or with the California Department of Fair Employment and Housing (San Bernardino Office: 1845 S. Business Center Drive, #127, San Bernardino, California 92408-3426; Telephone: 909-383-4711).

#### 1.0.4 Confidentiality

1.0.4.1 Every possible effort will be made to ensure the confidentiality of complaints made under this policy. Complete confidentiality cannot be guaranteed, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible.

1.0.4.2 An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the City Manager or City Attorney. Any individual who discusses the content of an investigatory interview ~~will~~ may be subject to discipline or other appropriate sanction permitted by law, including but not limited to censorship or removal from an appointed office or position on which the elected official may serve.

1.0.4.3 The City will not disclose or release a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

1.0.4.4 Anti-Bullying: Every individual has the right to be treated with respect. Bullying is the use of verbal and/or physical aggression with the intention of intimidating or harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and/or creates an intimidating or threatening environment. Bullying occurs in many forms including, but not limited to, tormenting, taunting, making abusive comments, using threatening gestures, pushing, shoving, punching, unwanted physical contact or any use of violence, graffiti, name-calling, sarcasm, spreading rumors, and/or teasing, etc. Such conduct can also occur via use of electronic or telephonic communications, such as the internet, email and chat room misuse, mobile threats by text messaging or calls, or misuse of cameras and video equipment.

1.0.4.5 Any individual who believes they have been the subject of bullying should bring the matter to the attention of the City Manager immediately, and provide a full and accurate report of the underlying facts. Where the City Manager is the alleged bully, an elected official should bring the matter to the attention of the City Attorney. In all

cases, individuals are free to report such problems directly to the City Manager. Upon notification of a bullying complaint, the City Manager or designee shall promptly conduct an investigation of the complaint and supervise and/or investigate the complaint and take action as deemed appropriate.

## **2.0 WORKPLACE VIOLENCE**

2.0.1 The City does not tolerate any act or behavior which can be perceived as threatening, hostile, and/or violent. No individual shall make any threat, either physical or verbal, against a city employee or ~~elected~~ official. Elected officials should immediately report any threats or incidents of violence to the City Manager. The City Manager or designee shall investigate incidents of violence or threats of violence.

2.0.2 The Workplace Violence Safety Act, Section 527.8 to the California Code of Civil Procedure, allows employers to seek temporary restraining orders (TRO) and injunctions to protect employees who have been the subject of actual or threatened unlawful violence in the workplace.

## **3.0 USE OF ELECTRONIC EQUIPMENT AND SYSTEMS**

These policies were created to ensure compliance with applicable law including, without limitation, the California Public Records Act ("PRA"); to protect the public welfare; to regulate elected officials' electronic communications in the course of their service; to identify the circumstances when electronic communications must be preserved; and to support appropriate City business practices.

3.0.1 Definitions as applicable to this policy:

3.0.1.1 "City Accounts and Devices" includes all City owned, maintained, issued, or controlled communication accounts, email addresses, devices, cell phones, computers, media, social media, messaging services, and any other form of communication account or device.

3.0.1.2 "City Business" is to be given a broad interpretation in accordance with the PRA. Elected officials should consult the City Clerk's Office or the City Attorney's Office if any clarification is needed regarding whether a record pertains to City Business before deleting the record.

3.0.1.3 "Private Accounts and Devices" includes all communication accounts, email addresses, devices, cell phones, computers, media, social media, messaging services, and any other form of communication account or device not City owned, maintained, issued, or controlled.

3.0.2 Public Records

In addition to all applicable Federal, State, and local laws and regulations, the following provisions shall apply to the use of personal accounts, devices, social

media, and all other forms of media by elected officials for communications regarding matters of City Business:

3.0.2.1 In general, all communications regarding City Business by elected officials must be done on official City Accounts and Devices, such as elected officials' assigned email address. In general, all communications regarding City Business by elected officials that do not have assigned City Accounts and Devices must be done via a professional Business Account and Device.

3.0.2.2 Except in situations that are beyond the control of an Employee, all communications regarding City Business that are not from or to an official City Account and Device, or not otherwise exempt from disclosure under the PRA, need to carbon copy ("CC") or blind carbon copy ("BCC") the City Records email.

3.0.2.3 All communications and records regarding City Business—even on private accounts and devices—are public records. The owner of the private account and device containing the public records is the custodian of those records, and is subject to all laws applicable to custodians of public records. Possible forms of these public records include, but are not limited to, emails, text messages, voicemails, call logs, instant messenger communications, social media posts and communications, or any other form of communication.

3.0.2.4 Responsibility for maintaining custodianship of public records on private accounts and devices may be transferred to the appropriate City employee responsible for the subject area by emailing the record to the responsible employee, and including a detailed description of the record in the body of the email. If a particular type of record cannot be easily forwarded to the responsible employee's email, then screen shots adequately capturing the image of the record may be sent to the responsible employee's email address; however, in such circumstances, the images must be clear and complete, and a detailed explanation of the record and the content of the record must be provided in the body of the email so that the record can be found in a relevant search. Failure to comply with these requirements will result in the individual remaining the custodian of the public record.

3.0.2.5 All public records on private accounts and devices must be retained unless custodianship has been transferred to the City in accordance with this Policy and the City's Records Retention Schedule.

3.0.2.6 Upon leaving office, all elected officials must provide a declaration in the form required by the City declaring that they have provided the Clerk's Office with all records regarding City Business under the PRA within three days from the date of leaving office.

3.0.2.7 Failure to comply with the requirements of this Policy may result in public censorship or removal from an elected position [on which the elected official may serve](#).

3.0.2.8 These requirements are State law requirements, and they survive the Termination of any individual's appointment or office with the City.

3.0.2.9 Failure to comply with the custodianship requirements for public records in accordance with the PRA may result in personal liability, civil penalties, and criminal prosecution. Destruction of a public record is a felony pursuant to Government Code section 6200.

### 3.0.3 Personal Use

3.0.3.1 Although limited and incidental personal use of electronic communications may be acceptable, City Business accounts and communication devices remain public property and are to be used for public purposes. Users may use City Business accounts and devices for incidental personal use that does not interfere or conflict with City Business. Incidental means infrequent usage. Personal use of the City's Information Systems is at the users' own risk and may be accessed, reviewed, copied, deleted or disclosed by the City.

3.0.3.2 Prohibited uses of City-provided communication equipment and software, or personal equipment used on City Business, include, but are not limited to, the following:

- a. Uses that violate any local, State, or Federal law;
- b. Uses violating any part of an MOU or City Policy;
- c. Uses relating to a user's private commercial activities including, without limitation, advertising and consulting;
- d. Accessing and distributing computer games;
- e. Fundraising or public relations activities outside the scope of City Business;
- f. Political activities;
- g. Religious activities;
- h. Unauthorized access to systems, software or data;
- i. Creating or propagating viruses;
- j. Disrupting services;
- k. Intentionally destroying or damaging equipment, software, or data;
- l. Use of non-business software, e.g. entertainment software or applications;
- m. Threats;
- n. Harassment or bullying;
- o. Defamation;
- p. Slander; and

- q. Access to, or communication of, material or graphic images which are pornographic, violent, offensive, threatening, disturbing, obscene or profane.

3.0.3.3 Social networks and related electronic discussion groups are specialized resources on the internet for sharing information with other professionals. Elected officials are prohibited from publishing official positions or opinions of the City, or publishing statements which could be construed as positions or opinions of the City, via the internet, text or e-mail without prior authorization. All authorized participation in such forums must include the following disclaimer: "Views expressed by the author do not necessarily represent those of the City of La Quinta." Failure to include the required disclaimer may result in revocation of access privileges.

#### 3.0.4 Elected Official Owned Cell Phones – Stipend

Elected officials may request a cell phone stipend to compensate for City Business-related costs incurred when using their individually-owned cell phones. The City will not own or provide cell phones for the use of individual Employees except in limited situations (e.g., field services, code enforcement/animal control, on-call employees, select supervision, etc.).

3.0.4.1 Under the stipend program, the elected official is responsible for purchasing a cell phone and establishing a service contract with the cell phone service provider of their choice. The cell phone contract is in the name of the elected official, who is solely responsible for all payments to the service provider.

3.0.4.2 Because the cell phone is owned personally by the elected official the stipend provided is not considered taxable income and the elected official may use the phone for both business and personal purposes, as needed. The elected official may, at their own expense, add extra services or equipment features, as desired. If there are problems with service, the elected official is expected to work directly with the carrier for resolution.

3.0.4.3 The City does not accept any liability for claims, charges or disputes between the service provider and the elected official.

3.0.4.4 Any cell phone that has data capabilities must be secured based on current security standards, including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the wireless device service provider, and to the City's IT Department as soon as possible.

3.0.4.5 Elected officials are expected to delete all City data from the cell phone when they separate from the City, except when required to maintain that data in compliance with a litigation hold notice or in

accordance with the Public Records Act and Section 2.8.2 of these Policies.

3.0.4.6 Any stipend agreement will be immediately cancelled if:

- a. Elected official leaves office;
- b. There is misuse/misconduct with the phone;
- c. A decision by management resulting in the need to end the program; or
- d. Elected official does not want to retain the current cell phone contract for personal purposes.

### 3.0.5 City-Owned Cell Phones

Elected officials may be issued City-owned cell phones to conduct City Business.

3.0.5.1 The City retains the right to: (1) review the bills for City-owned cell phones, and (2) require payment from elected official for all personal calls in accordance with IRS regulations as they now exist, or as they may be amended in the future.

3.0.5.2 Elected officials issued a City-owned cell phone are responsible for properly caring for the equipment.

3.0.5.3 Elected officials are not allowed to install personal or other non-approved software or applications on City-owned cell phones, or to disable any software installed by the City, including virus protection systems.

3.0.5.4 All passwords or security codes must be protected and not given out to others. The City's IT Department must be provided with all current passwords or security codes.

## **4.0 FRAUD IN THE WORKPLACE POLICY**

The City is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the Policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

4.0.1 "Fraud" is defined as an intentional deception, misappropriation of resources or the manipulation of data to gain financial or other benefits. Fraud and other similar improprieties include, but are not limited to:

- a. Claim for reimbursement of expenses that are not made for the exclusive benefit of the City;

- b. Forgery or alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, etc.);
- c. Misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);
- d. Improprieties in the handling or reporting of money transactions;
- e. Authorizing or receiving payment for goods not received or services not performed;
- f. Misrepresentation of information on documents; or
- g. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software.

4.0.2 It is the City's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of length of service or relationship with the City.

4.0.3 The City Manager or designee, in conjunction with the City Attorney, has the primary responsibility for the investigation of all Fraud as defined in this Policy.

4.0.4 Individuals will be granted whistle-blower protection when reporting any acts of suspected Fraud in accordance with this Policy. When informed of a suspected impropriety, neither the City nor any person acting on behalf of the City shall:

- a. Take adverse action or threaten adverse action against the reporting individual;
- b. Impose any penalty upon the reporting individual; or
- c. Intimidate or coerce the reporting individual.

4.0.5 The City will pursue every reasonable effort, including court-ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

## **5.0 HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS**

Elected officials are eligible for City contribution to health, dental, vision and life insurance for themselves and qualified family members as set forth in the MOU between the City and the La Quinta City Employees' Association, and the plan documents. Elected official contributions for insurance coverage shall be paid by payroll deduction as a condition of enrollment and continuous insurance coverage.

~~Elected officials who provide the City evidence of medical insurance under a separate policy and request to be deleted from the City's coverage shall receive a \$250 per month as an in lieu payment. Should such other coverage subsequently be unavailable to the Elected official, the Elected Official shall have the right to seek reinstatement to coverage under the City's policy upon written request. In such a~~



~~case, the City shall reinstate the Employee's coverage and cancel the in lieu payment if reinstatement is permitted under the provision for reinstatement then in effect with the City's health insurance provider.~~

## **6.0 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

6.0.1 Elected officials and dependents who lose group health coverage due to leaving office or other "qualifying events" (i.e., death, divorce or separation) may continue health and dental coverage on a self-pay basis under the COBRA option for eighteen (18) months, or the limits specified by law.

6.0.2 Upon leaving office, the City will issue a "Notice of Right to Elect COBRA Continuation Coverage" for health care coverage. To continue health care coverage under COBRA, elected officials will fill out and sign the forms provided by the City. Elected officials must pay the full cost of coverage, plus the allowable administrative fee, by the deadlines set forth in the notice.

## **7.0 FLEXIBLE SPENDING PLAN**

The City has implemented a Flexible Spending Plan for qualified expenses on a pre-tax basis. Elected officials who participate will pay the monthly administration fee and optional medical reimbursement debit card fee through payroll deduction

## **8.0 TRAVEL AND EXPENSE POLICY**

### **8.0.1 Responsibility**

8.0.1.1 The expenditure of travel and expense funds shall be in accordance with appropriations in the annual adopted budget for elected officials.

8.0.1.2 Personal and City travel must not be commingled in such a manner as to increase allowable expense or otherwise affect adversely the interest of the City.

### **8.0.2 Travel Authorization**

8.0.2.1 Elected official travel requires prior written authorization by the City Manager. The City Form, "Travel Request and/or Advance," shall be used to document authorization, and may be obtained in the Finance Department.

8.0.2.2 Travel trips of one day or less shall not require a pre-approved "Travel Request and/or Advance" if no advance is requested, but the second part of the Form covering conference update reporting must be completed, if applicable, upon return.

8.0.3 Travel Expenses. Elected officials may provide their own funding and file claims for reimbursement, or may apply for an advance of public funds by utilizing the "Travel Request and/or Advance" Form. All requests for advance

of travel funds are to be submitted through the approving authority to the Finance Department at least five (5) working days before the intended date of departure. All advances must be properly accounted for based on actual and necessary expenses incurred, upon termination of travel for which the advance was made. Advance payments do not constitute approval to spend the entire amount advanced. Only actual and necessary expenses, as further limited by the specific provisions of this Policy, will be paid from City funds.

8.0.4 Transportation. Elected officials should attempt to travel by the means most economical to the City, consistent with scheduling needs and cargo space. In selecting a particular method of transportation, consideration shall be given for the total cost to the City which will result, including actual transportation costs. In the event that a more expensive transportation form is used, the cost borne by the City will be limited to the cost of the most economical, direct, efficient and reasonable transportation form, unless otherwise approved. Government and group rates must be used when available.

#### 8.0.4.1 Air Travel and Automobile Rental

- a. Coach Class Air Travel. Reimbursement shall be made for coach air travel if the cost of such air travel is competitive with other passenger airlines' coach fares.
- b. Rail Travel. Reimbursement shall be made for coach rail travel if the cost of such rail travel is competitive with other coach rail travel fares.
- c. Taxi/Ride-hailing—Service. Charges for taxi/Uber/Lyft service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances. Portions of taxi charges that are related to excessive tips (i.e., in excess of 15%) will not be reimbursed.
- d. Shuttle Service. Charges for shuttle service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances.
- e. Bus Fare. Charges for bus service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances.
- f. Vehicle Rental. Charges for vehicle rental are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances. When determining the type of rental car to be used, consideration should be given to the economic standards set forth in this policy and the appropriate use and stewardship of City funds.
- g. Chartered Travel. Use of chartered travel shall be reimbursable if such transportation is the most

economical, practicable and efficient mode of transportation available under the circumstances.

- h. Airport parking may be used during travel on official City Business and is reimbursable with receipts.

8.0.5 Lodging. Elected official lodging expenses will be reimbursed or paid when travel associated with training or related activities reasonably requires an overnight stay. Lodging shall be obtained at the most economical rate available for safe, clean, convenient, and quality accommodations. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available.

8.0.6 Meals. Meals are allowable at actual costs, including reasonable tips and room service charges not to exceed \$75 per day.

8.0.6.1 Expense claims for meals shall include the following information:

- a. Date expense incurred;
- b. Name of the elected official; and
- c. Purpose of the meeting.

8.0.6.2 Itemized meal receipts are required.

8.0.7 Other Allowable Expenses. The following expenses shall be permissible, subject to other provisions of this policy to the extent that they are actual and necessary:

- a. Incidental transportation expenses, such as ferry fares; bridge, toll road and vehicle parking fees;
- b. Telephone, ~~and~~ facsimile charges, and business center use, for official City Business; and
- c. Reasonable fees and tips paid to waiters, porters, baggage handlers, bellhops, hotel maids, and other service personnel.

8.0.8 Non-Allowable Expenses. Personal expenses are not allowable, and will not be reimbursed. These may include, but are not limited to:

- a. Fines for traffic violations;
- b. Private automobile repairs;
- c. Expenses of any persons accompanying the person subject to this Policy on the trip;
- d. Purchase of personal items;
- e. Fitness/Health Facilities; and
- f. Alcohol.

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Elected Officials Personnel Policy  
Adopted: (date)  
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8.0.9 Settlement of Expenses. Elected officials are responsible for the accurate preparation of their claims, and the responsibility of omission or commission cannot be shifted to another individual. A "Travel Expense Report" (obtainable in the Finance Department) substantiated by receipts which verify the claimed expenditures as being an actual expense, must be submitted to the City Manager within ten (10) days of the expense being incurred, or the end of the trip, whichever is later. Inability to provide such documentation in a timely fashion may result in the expense being borne by the elected official. All expenses are subject to verification that they comply with this Policy.

Pursuant to state law, Travel Expense Reports are public records.

**RESOLUTION NO. 2019 – xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING PERSONNEL POLICY FOR APPOINTED OFFICIALS**

**WHEREAS**, pursuant to accepted practices many cities follow, it is in the best interest of the City to adopt regulations applicable to all persons who are appointed by the City Council to serve on any boards, commissions, or committees established by the City (collectively, “Appointed Officials”); and

**WHEREAS**, this resolution approves a separate manual specific to Appointed Members; and

**WHEREAS**, substantively, the regulations applicable to Appointed Officials are also applicable to City employees pursuant to the City’s Personnel Policies and Procedures approved by Council on June 18, 2019; and

**WHEREAS**, all prior resolutions approving personnel policies for Appointed Officials are hereby superseded by the Appointed Officials Personnel Policy attached hereto as “Exhibit A.”

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

SECTION 1. The City Council hereby adopts regulations that govern Appointed Officials as set forth in the attached City of La Quinta Appointed Officials Personnel Policy, as “Exhibit A” incorporated hereto by this reference.

SECTION 2. This resolution supersedes all prior resolutions adopting personnel policies applicable to Appointed Officials.

SECTION 3. This resolution shall go into effect upon adoption.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this \_\_\_\_\_ day of July, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Resolution No. 2019 – xxx  
Personnel Policy for Members Appointed to City Boards, Commissions, and Committees  
Adopted:  
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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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MONIKA RADEVA, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

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



**CITY OF LA QUINTA**

**APPOINTED OFFICIALS PERSONNEL POLICY**

The following regulations are applicable to all **persons who are appointed by the City of La Quinta City Council to serve on any boards, commissions, or committees established by the City of La Quinta (collectively, "Appointed Officials")**.

**1.0 EQUAL EMPLOYMENT, DISCRIMINATION, HARASSMENT, AND ANTI-BULLYING POLICY**

The City prohibits any form of discrimination or harassment on the basis of membership in one or more protected categories as defined below, and as may be amended by State and Federal law. The City will NOT tolerate any unlawful harassment or discrimination. Violation of this Policy may result in censorship or removal from an appointed office or position.

Protected categories include race, religion, color, sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, marital status, age, medical condition, genetic characteristics or information, and physical or mental disability, or any other category protected by law.

**Appointed** Officials are prohibited from harassing or discriminating against applicants, officers, officials, employees, or contractors because of: (1) an individual's membership in a protected category; (2) the perception that an individual is a member of a protected category; or (3) the individual's association with a person who is perceived to be a member of a protected category.

Any form of retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanctions.

**1.0.1 Definitions**

**1.0.1.1 Harassment:** Unwelcome conduct based on membership in a protected category that unreasonably interferes with an individual's job performance, or creates an intimidating, hostile or offensive work environment. Behavior that constitutes harassment may include, but is not limited to:

- a. Unwanted sexual advances, requests for sexual favors and other acts where submission is made a term or condition of employment or appointment, or where submission to or rejection of the conduct is used as the basis for employment decisions.
- b. Speech, such as epithets, derogatory comments or slurs, based on a protected category. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.
- c. Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, or leering.
- d. Visual acts, such as displaying derogatory posters or cartoons, or sending emails, pictures or drawings that are derogatory or sexually explicit.

1.0.1.2 Discrimination: Treatment or consideration of, or making a distinction in favor of or against, an individual based on membership in a protected category. Discrimination in employment applies to all aspects of employment, including hiring, firing, compensation, transfer, promotion or layoff, recruitment and testing, training and apprenticeship programs, fringe benefits, pay, retirement plans, and disability leave, as well as other terms and conditions of employment or appointment.

1.0.1.3 Retaliation: Any adverse conduct taken because an individual has reported harassment or discrimination, or has participated in the complaint and investigation process described herein. "Adverse conduct" includes, but is not limited to: taking sides because an individual has reported harassment or discrimination, shunning and avoiding an individual who reports harassment or discrimination, real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination, or taking negative employment action.

## 1.0.2 Policy Dissemination

1.0.2.1 All **Appointed** Officials shall be informed of the City's harassment and discrimination policy and complaint process prior to their need to know, and on a regular biennial basis. Also, said policy and complaint process shall be readily available to all **Appointed** Officials, employees, contractors and members of the general public utilizing the City's facilities and services. All **Appointed** Officials shall receive training on harassment and discrimination prevention.



1.0.2.2 All new **Appointed** Officials shall be given a copy of the harassment and discrimination policy and complaint process upon appointment.

1.0.2.3 **Appointed** Officials are required to complete training on their role in preventing harassment and discrimination in the workplace. Such training shall meet the requirements of AB 1825 and AB 1661, as those laws may be amended.

### 1.0.3 Complaint Process

1.0.3.1 An individual who believes they are a victim of harassment or discrimination may make a complaint verbally or in writing with the City Manager without fear of reprisal. Where the City Manager is the alleged harasser, an **Appointed** Official should bring the matter to the attention of the City Attorney.

1.0.3.2 Upon receipt of notification of a harassment or discrimination complaint, the City Manager or designee shall:

- a. Authorize and supervise the timely investigation of the complaint and/or investigate the complaint. The investigation may include interviews with: (i) the complainant; (ii) the accused harasser, or the individual alleged to have committed discriminatory action(s); and (iii) other persons who have relevant knowledge concerning the allegations in the complaint.
- b. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination, or retaliation, giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- c. Report the findings as to whether harassment or discrimination occurred to appropriate persons, including the complainant.
- d. If the allegations are sustained, recommend or take appropriate remedial action to ensure that the behavior does not continue.

1.0.3.3 The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents, or participating in investigatory interviews. Said person shall be advised of this right prior to the commencement of such discussions.

1.0.3.4 The City takes a proactive approach to potential policy violations and will conduct an investigation if it becomes aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

1.0.3.5 Individuals also may file complaints about sexual harassment or other illegal discrimination with the California Fair Employment and Housing Commission (San Francisco Office: 1390 Market Street, Suite 410, San Francisco, California 94102; Telephone: 415-557-2325), or with the California Department of Fair Employment and Housing (San Bernardino Office: 1845 S. Business Center Drive, #127, San Bernardino, California 92408-3426; Telephone: 909-383-4711).

#### 1.0.4 Confidentiality

1.0.4.1 Every possible effort will be made to ensure the confidentiality of complaints made under this policy. Complete confidentiality cannot be guaranteed, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible.

1.0.4.2 An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the City Manager or City Attorney. Any individual who discusses the content of an investigatory interview ~~will~~may be subject to discipline or other appropriate sanction permitted by law, including but not limited to censorship or removal from an appointed office or position.

1.0.4.3 The City will not disclose or release a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

1.0.4.4 Anti-Bullying: Every individual has the right to be treated with respect. Bullying is the use of verbal and/or physical aggression with the intention of intimidating or harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and/or creates an intimidating or threatening environment. Bullying occurs in many forms including, but not limited to, tormenting, taunting, making abusive comments, using threatening gestures, pushing, shoving, punching, unwanted physical contact or any use of violence, graffiti, name-calling, sarcasm, spreading rumors, and/or teasing, etc. Such conduct can also occur via use of electronic or telephonic communications, such as the internet, email and chat room misuse, mobile threats by text messaging or calls, or misuse of cameras and video equipment.

1.0.4.5 Any individual who believes they have been the subject of bullying should bring the matter to the attention of the City Manager

immediately, and provide a full and accurate report of the underlying facts. Where the City Manager is the alleged bully, an **Appointed** Official should bring the matter to the attention of the City Attorney. In all cases, individuals are free to report such problems directly to the City Manager. Upon notification of a bullying complaint, the City Manager or designee shall promptly conduct an investigation of the complaint and supervise and/or investigate the complaint and take action as deemed appropriate.

## **2.0 WORKPLACE VIOLENCE**

2.0.1 The City does not tolerate any act or behavior which can be perceived as threatening, hostile, and/or violent. No individual shall make any threat, either physical or verbal, against a city employee or ~~elected~~ official. **Appointed** Officials should immediately report any threats or incidents of violence to the City Manager. The City Manager or designee shall investigate incidents of violence or threats of violence.

2.0.2 The Workplace Violence Safety Act, Section 527.8 to the California Code of Civil Procedure, allows employers to seek temporary restraining orders (TRO) and injunctions to protect employees who have been the subject of actual or threatened unlawful violence in the workplace.

## **3.0 USE OF ELECTRONIC EQUIPMENT AND SYSTEMS**

These policies were created to ensure compliance with applicable law including, without limitation, the California Public Records Act ("PRA"); to protect the public welfare; to regulate **Appointed** Officials' electronic communications in the course of their service; to identify the circumstances when electronic communications must be preserved; and to support appropriate City business practices.

3.0.1 Definitions as applicable to this policy:

3.0.1.1 "City Accounts and Devices" includes all City owned, maintained, issued, or controlled communication accounts, email addresses, devices, cell phones, computers, media, social media, messaging services, and any other form of communication account or device.

3.0.1.2 "City Business" is to be given a broad interpretation in accordance with the PRA. **Appointed** Officials should consult the City Clerk's Office or the City Attorney's Office if any clarification is needed regarding whether a record pertains to City Business before deleting the record.

3.0.1.3 "Private Accounts and Devices" includes all communication accounts, email addresses, devices, cell phones, computers, media, social media, messaging services, and any other form of communication account or device not City owned, maintained, issued, or controlled.

### 3.0.2 Public Records

In addition to all applicable Federal, State, and local laws and regulations, the following provisions shall apply to the use of personal accounts, devices, social media, and all other forms of media by **Appointed** Officials for communications regarding matters of City Business:

3.0.2.1 In general, all communications regarding City Business by **Appointed** Officials must be done on official City Accounts and Devices, such as **Appointed** Officials' assigned email address. In general, all communications regarding City Business by **Appointed** Officials that do not have assigned City Accounts and Devices must be done via a professional Business Account and Device.

3.0.2.2 Except in situations that are beyond the control of an Employee, all communications regarding City Business that are not from or to an official City Account and Device, or not otherwise exempt from disclosure under the PRA, need to carbon copy ("CC") or blind carbon copy ("BCC") the City Records email.

3.0.2.3 All communications and records regarding City Business—even on private accounts and devices—are public records. The owner of the private account and device containing the public records is the custodian of those records, and is subject to all laws applicable to custodians of public records. Possible forms of these public records include, but are not limited to, emails, text messages, voicemails, call logs, instant messenger communications, social media posts and communications, or any other form of communication.

3.0.2.4 Responsibility for maintaining custodianship of public records on private accounts and devices may be transferred to the appropriate City employee responsible for the subject area by emailing the record to the responsible employee, and including a detailed description of the record in the body of the email. If a particular type of record cannot be easily forwarded to the responsible employee's email, then screen shots adequately capturing the image of the record may be sent to the responsible employee's email address; however, in such circumstances, the images must be clear and complete, and a detailed explanation of the record and the content of the record must be provided in the body of the email so that the record can be found in a relevant search. Failure to comply with these requirements will result in the individual remaining the custodian of the public record.

3.0.2.5 All public records on private accounts and devices must be retained unless custodianship has been transferred to the City in accordance with this Policy and the City's Records Retention Schedule.

3.0.2.6 Upon leaving office, all **Appointed** Officials must provide a declaration in the form required by the City declaring that they have

provided the Clerk’s Office with all records regarding City Business under the PRA within three days from the date of leaving office.

3.0.2.7 Failure to comply with the requirements of this Policy may result in public censorship or removal from an ~~elected~~ appointed position.

3.0.2.8 These requirements are State law requirements, and they survive the Termination of any individual’s appointment or office with the City.

3.0.2.9 Failure to comply with the custodianship requirements for public records in accordance with the PRA may result in personal liability, civil penalties, and criminal prosecution. Destruction of a public record is a felony pursuant to Government Code section 6200.

### 3.0.3 Personal Use

3.0.3.1 Although limited and incidental personal use of electronic communications may be acceptable, City Business accounts and communication devices remain public property and are to be used for public purposes. Users may use City Business accounts and devices for incidental personal use that does not interfere or conflict with City Business. Incidental means infrequent usage. Personal use of the City’s Information Systems is at the users’ own risk and may be accessed, reviewed, copied, deleted or disclosed by the City.

3.0.3.2 Prohibited uses of City-provided communication equipment and software, or personal equipment used on City Business, include, but are not limited to, the following:

- a. Uses that violate any local, State, or Federal law;
- b. Uses violating any part of an MOU or City Policy;
- c. Uses relating to a user’s private commercial activities including, without limitation, advertising and consulting;
- d. Accessing and distributing computer games;
- e. Fundraising or public relations activities outside the scope of City Business;
- f. Political activities;
- g. Religious activities;
- h. Unauthorized access to systems, software or data;
- i. Creating or propagating viruses;
- j. Disrupting services;
- k. Intentionally destroying or damaging equipment, software, or data;
- l. Use of non-business software, e.g. entertainment software or applications;
- m. Threats;
- n. Harassment or bullying;

- o. Defamation;
- p. Slander; and
- q. Access to, or communication of, material or graphic images which are pornographic, violent, offensive, threatening, disturbing, obscene or profane.

3.0.3.3 Social networks and related electronic discussion groups are specialized resources on the internet for sharing information with other professionals. **Appointed** Officials are prohibited from publishing official positions or opinions of the City, or publishing statements which could be construed as positions or opinions of the City, via the internet, text or e-mail without prior authorization. All authorized participation in such forums must include the following disclaimer: "Views expressed by the author do not necessarily represent those of the City of La Quinta." Failure to include the required disclaimer may result in revocation of access privileges.

#### **4.0 FRAUD IN THE WORKPLACE POLICY**

The City is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the Policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

4.0.1 "Fraud" is defined as an intentional deception, misappropriation of resources or the manipulation of data to gain financial or other benefits. Fraud and other similar improprieties include, but are not limited to:

- a. Claim for reimbursement of expenses that are not made for the exclusive benefit of the City;
- b. Forgery or alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, etc.);
- c. Misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);
- d. Improprieties in the handling or reporting of money transactions;
- e. Authorizing or receiving payment for goods not received or services not performed;
- f. Misrepresentation of information on documents; or
- g. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software.

4.0.2 It is the City's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of length of service or relationship with the City.

4.0.3 The City Manager or designee, in conjunction with the City Attorney, has the primary responsibility for the investigation of all Fraud as defined in this Policy.

4.0.4 Individuals will be granted whistle-blower protection when reporting any acts of suspected Fraud in accordance with this Policy. When informed of a suspected impropriety, neither the City nor any person acting on behalf of the City shall:

- a. Take adverse action or threaten adverse action against the reporting individual;
- b. Impose any penalty upon the reporting individual; or
- c. Intimidate or coerce the reporting individual.

4.0.5 The City will pursue every reasonable effort, including court-ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

## **8.0 TRAVEL AND EXPENSE POLICY**

### 8.0.1 Responsibility

8.0.1.1 The expenditure of travel and expense funds shall be in accordance with appropriations in the annual adopted budget for **Appointed** Officials.

8.0.1.2 Personal and City travel must not be commingled in such a manner as to increase allowable expense or otherwise affect adversely the interest of the City.

### 8.0.2 Travel Authorization

8.0.2.1 **Appointed** Official travel requires prior written authorization by the City Manager. The City Form, "Travel Request and/or Advance," shall be used to document authorization, and may be obtained in the Finance Department.

8.0.2.2 Travel trips of one day or less shall not require a pre-approved "Travel Request and/or Advance" if no advance is requested, but the second part of the Form covering conference update reporting must be completed, if applicable, upon return.

8.0.3 Travel Expenses. **Appointed** officials may provide their own funding and file claims for reimbursement, or may apply for an advance of public funds by utilizing the "Travel Request and/or Advance" Form. All requests for advance of travel funds are to be submitted through the approving authority to the Finance Department at least five (5) working days before the intended date of departure. All advances must be properly accounted for based on actual and necessary expenses incurred, upon termination of travel for which the advance



was made. Advance payments do not constitute approval to spend the entire amount advanced. Only actual and necessary expenses, as further limited by the specific provisions of this Policy, will be paid from City funds.

8.0.4 Transportation. **Appointed** Officials should attempt to travel by the means most economical to the City, consistent with scheduling needs and cargo space. In selecting a particular method of transportation, consideration shall be given for the total cost to the City which will result, including actual transportation costs. In the event that a more expensive transportation form is used, the cost borne by the City will be limited to the cost of the most economical, direct, efficient and reasonable transportation form, unless otherwise approved. Government and group rates must be used when available.

#### 8.0.4.1 Air Travel and Automobile Rental

- a. Coach Class Air Travel. Reimbursement shall be made for coach air travel if the cost of such air travel is competitive with other passenger airlines' coach airfares.
- b. Rail Travel. Reimbursement shall be made for coach rail travel if the cost of such rail travel is competitive with other coach rail travel fares.
- c. Taxi/Ride-hailing Service. Charges for taxi/Uber/Lyft service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances. Portions of taxi charges that are related to excessive tips (i.e., in excess of 15%) will not be reimbursed.
- d. Shuttle Service. Charges for shuttle service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances.
- e. Bus Fare. Charges for bus service are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances.
- f. Vehicle Rental. Charges for vehicle rental are reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances. When determining the type of rental car to be used, consideration should be given to the economic standards set forth in this policy and the appropriate use and stewardship of City funds.
- g. Chartered Travel. Use of chartered travel shall be reimbursable if such transportation is the most economical, practicable and efficient mode of transportation available under the circumstances.
- h. Airport parking may be used during travel on official City Business and is reimbursable with receipts.



8.0.5 Lodging. **Appointed** Official lodging expenses will be reimbursed or paid when travel associated with training or related activities reasonably requires an overnight stay. Lodging shall be obtained at the most economical rate available for safe, clean, convenient, and quality accommodations. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available.

8.0.6 Meals. Meals are allowable at actual costs, including reasonable tips and room service charges not to exceed \$75 per day.

8.0.6.1 Expense claims for meals shall include the following information:

- a. Date expense incurred;
- b. Name of the **Appointed** Official; and
- c. Purpose of the meeting.

8.0.6.2 Itemized meal receipts are required.

8.0.7 Other Allowable Expenses. The following expenses shall be permissible, subject to other provisions of this policy to the extent that they are actual and necessary:

- a. Incidental transportation expenses, such as ferry fares; bridge, toll road and vehicle parking fees;
- b. Telephone, facsimile charges, **and business center use** for official City Business; and
- c. Reasonable fees and tips paid to waiters, porters, baggage handlers, bellhops, hotel maids, and other service personnel.

8.0.8 Non-Allowable Expenses. Personal expenses are not allowable, and will not be reimbursed. These may include, but are not limited to:

- a. Fines for traffic violations;
- b. Private automobile repairs;
- c. Expenses of any persons accompanying the person subject to this Policy on the trip;
- d. Purchase of personal items;
- e. Fitness/Health Facilities; and
- f. Alcohol.

8.0.9 Settlement of Expenses. **Appointed** Officials are responsible for the accurate preparation of their claims, and the responsibility of omission or commission cannot be shifted to another individual. A "Travel Expense Report" (obtainable in the Finance Department) substantiated by receipts which verify the claimed expenditures as being an actual expense, must be submitted to the City

Manager within ten (10) days of the expense being incurred, or the end of the trip, whichever is later. Inability to provide such documentation in a timely fashion may result in the expense being borne by the **Appointed** Official. All expenses are subject to verification that they comply with this Policy.

Pursuant to state law, Travel Expense Reports are public records.

# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CANCELLING THE REGULAR CITY COUNCIL MEETINGS OF AUGUST 20 AND SEPTEMBER 3, 2019

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### RECOMMEDATION

Approve cancelling the regular City Council meetings of August 20 and September 3, 2019.

### EXECUTIVE SUMMARY

- Council traditionally modifies its meeting schedule during summer months 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 would be a cost savings consisting of the time and materials associated with production of agenda packets.

### BACKGROUND/ANALYSIS

The recommended summer meeting schedule is as follows:

- July 16                      regular meeting
- August 6                    regular meeting
- August 20                  CANCELLED
- September 3                CANCELLED
- September 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, cancel only one meeting, cancel more than two meetings, or cancel no meetings.

Prepared by:            Monika Radeva, City Clerk  
Approved by:            Jon McMillen, City Manager

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# City of La Quinta

CITY COUNCIL MEETING: July 2, 2019

STAFF REPORT

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**AGENDA TITLE:** DISCUSS FUTURE ART EVENTS IN LA QUINTA

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## RECOMMENDATION

Discuss and provide direction to staff regarding future art events in La Quinta.

## EXECUTIVE SUMMARY

- On June 13, 2019 the La Quinta Arts Foundation notified the City they will not produce the La Quinta Arts Festival in March 2020 or thereafter.
- Since that announcement, several members of the community have voiced strong support for an event to be hosted in La Quinta.
- Also, several fine art event producers expressed interest to produce an art event on March 5-8, 2020, when the La Quinta Arts Festival would normally take place.
- Staff is seeking input and confirmation from Council on the next steps to secure future art events.

## FISCAL IMPACT

None.

## BACKGROUND/ANALYSIS

La Quinta is nationally recognized for its ability to attract artists and patrons from around the world who support the local economy. At the same time, there are many local artists who call La Quinta home because of its natural beauty and commitment to the arts. In addition, the City's Civic Center Campus and SilverRock Event Site are well suited as venues for fine art festivals and other events.

With that in mind, staff has identified the next series of action items to secure a fine art event producer, create opportunities for local artists, and expand art experiences throughout the month of March, with a new fine art event taking place on March 5-8, 2020.

The action items are as follows:

- Issuing a press release signaling to the arts community and residents that an event will take place on the above dates.
- Hold a community workshop on July 10, 2019 from 5:30 p.m. to 7:00 p.m. to receive feedback on future art events.
- Incorporating community workshop feedback into a Request for Proposals (RFP) that will be issued to non-profits and art event producers.
- Present a signature fine art event producer and other art event opportunities to the Council in early August 2019.

Selection must be completed by August in order to provide the new event producer ample time to successfully execute the event(s). Following selection of a new event producer, staff will provide regular updates to the community regarding the process and continue to receive input from the public.

### ALTERNATIVES

Provide direction to staff focusing on other art opportunities or elect not to go through this process.

Prepared by: Chris Escobedo, Director of Community Resources

Approved by: Jon McMillen, City Manager