



City Council agendas and staff reports are available on the City's web page: www.LaQuintaCA.gov

CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, MAY 17, 2022
4:00 P.M. OPEN SESSION

SPECIAL NOTICE

Teleconferencing and Telephonic Accessibility In Effect

Pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*), members of the public, the City Council, the City Manager, City Attorney, City Staff, and City Consultants may participate in this regular meeting by teleconference.

Members of the public wanting **to listen to the open session** of the meeting may do so by tuning-in live via <http://laquinta.12milesout.com/video/live>.

Members of the public wanting **to address the City Council**, either for a specific agenda item or matters not on the agenda are requested to follow the instructions listed below:

Written public comments – can be provided in-person during the meeting or emailed to the City Clerk’s Office at CityClerkMail@LaQuintaCA.gov **preferably by 2:00 p.m. on the day of the meeting**, and will be distributed to the City Council, incorporated into the agenda packet and public record of the meeting, and will not be read during the meeting unless, upon the request of the Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.

The email "subject line" must clearly state "**Written Comments**" and list the following:

- | | |
|----------------------|---|
| 1) Full Name | 4) Public Comment or Agenda Item Number |
| 2) City of Residence | 5) Subject |
| 3) Phone Number | 6) Written Comments |

***** TELECONFERENCE PROCEDURES *****

Verbal public comments via Teleconference – members of the public may attend and participate in this meeting by teleconference via Zoom and use the "raise your hand" feature when public comments are prompted by the Mayor; the City will facilitate the ability for a member of the public to be audible to the City Council and general public and allow him/her/them to speak on the item(s) requested. **Please note – members of the public must unmute themselves when prompted upon being recognized by the Mayor, in order to become audible to the City Council and the public.**

Only one person at a time may speak by teleconference and only after being recognized by the Mayor.

ZOOM LINK: <https://us06web.zoom.us/j/82540879912>
Meeting ID: **825 4087 9912**
Or join by phone: **(253) 215 – 8782**

It would be appreciated that any email communications for public comments related to the items on the agenda, or for general public comment, are provided to the City Clerk's Office at the email address listed above prior to the commencement of the meeting. If that is not possible, and to accommodate public comments on items that may be added to the agenda after its initial posting or items that are on the agenda, every effort will be made to attempt to review emails received by the City Clerk's Office during the course of the meeting. The Mayor will endeavor to take a brief pause before action is taken on any agenda item to allow the City Clerk to review emails and share any public comments received during the meeting. All emails received by the City Clerk, at the email address above, until the adjournment of the meeting, will be included within the public record relating to the meeting.

CALL TO ORDER

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

CONFIRMATION OF AGENDA

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 by providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://us06web.zoom.us/j/82540879912> and use the “raise your hand” feature when prompted by the Mayor. Members of the public attending the meeting in-person are requested to complete a “**Request to Speak**” form and submit it to the City Clerk. Please limit your comments to three (3) minutes (or approximately 350 words). 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 the Brown Act [Government Code § 54954.2(b)].

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. INTRODUCE LA QUINTA LIBRARY BRANCH MANAGER SARA DELACRUZ
2. COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AND COACHELLA VALLEY CONSERVATION COMMISSION – 2021 COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN ANNUAL REPORT

CONSENT CALENDAR

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

	<u>PAGE</u>
1. APPROVE AGREEMENTS FOR CONTRACT SERVICES WITH NATIONAL PLANT SERVICES, INC., DESERT CONCEPTS CONSTRUCTION, INC., AND PWLC II, INC., FOR ON-CALL PUBLIC WORKS MAINTENANCE SERVICES	9
2. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH WILLDAN FINANCIAL SERVICES, INC., FOR ANNUAL LEVY ADMINISTRATIVE SERVICES FOR LIGHTING & LANDSCAPE ASSESSMENT DISTRICT 89-1	119
3. APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH OCEAN SPRINGS TECH, INC. FOR A ONE-YEAR TERM EXTENSION AND RELATED COMPENSATION FOR POOL AND WATER FEATURE MAINTENANCE SERVICES PROJECT NO. 2020-11	159
4. APPROVE CHANGE ORDER NO. 4 TO CONTRACT WITH VINTAGE ASSOCIATES, INC. FOR PARK LANDSCAPE MAINTENANCE SERVICES PROJECT NO. 2018-32 FOR A ONE-YEAR TERM EXTENSION AND RELATED COMPENSATION	165

5. APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH TERRA NOVA PLANNING & RESEARCH, INC. TO EXTEND CONTRACT FOR TWO ADDITIONAL YEARS FOR ON-CALL PLANNING SERVICES 169
6. APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH ERIC NELSON DBA RASA FOR ON-CALL MAP CHECKING SERVICES 181
7. APPROVE AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES WITH MERCHANTS BUILDING MAINTENANCE, LLC FOR CITYWIDE JANITORIAL SERVICES 187
8. AFFIRM RESOLUTION NO. 2021-035 FINDINGS RELATED TO THE STATE OF EMERGENCY DUE TO COVID-19 AUTHORIZING THE CITY MANAGER TO CONTINUE TO IMPLEMENT TELECONFERENCE ACCESSIBILITY TO CONDUCT PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165) 195
9. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT NO. 2016-03F3, LOCATED AT THE LA QUINTA MARBELLA AND SIERRA DEL REY DEVELOPMENT, ON THE SOUTH SIDE OF MILES AVENUE AND EAST SIDE OF ADAMS STREET 201
10. AWARD CONTRACT TO JACOBSSON ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF THE JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 2017-09 205
11. APPROVE DEMAND REGISTERS DATED APRIL 29 AND MAY 6, 2022 213
12. ADOPT RESOLUTION SUPPORTING OCEAN WATER IMPORTATION TO REFILL THE SALTON SEA WHILE REDUCING GREENHOUSE GAS EMISSIONS [RESOLUTION NO. 2022-012] 231
13. APPROVE ONE-YEAR TERM EXTENSION OF SOLUTIONS MAINTENANCE AGREEMENT WITH SUPERION, LLC TO PROVIDE HOSTING AND MAINTENANCE SERVICES FOR THE CITY'S TRAKit PERMITTING SOFTWARE FOR FISCAL YEAR 2022/23 239

BUSINESS SESSION

- | | <u>PAGE</u> |
|--|--------------------|
| 1. APPROVE MEMORANDUM OF UNDERSTANDING WITH GREATER COACHELLA VALLEY CHAMBER OF COMMERCE | 261 |

2. APPROVE CANCELLING THE REGULAR CITY COUNCIL MEETINGS OF JULY 5, AUGUST 16, AND SEPTEMBER 6, 2022 269
3. ADOPT RESOLUTION TO APPROVE AMENDED FRANCHISE AGREEMENT WITH BURRTEC WASTE AND RECYCLING SERVICES, LLC FOR SOLID WASTE HANDLING SERVICES AND ADJUSTED MAXIMUM SERVICE RATES [RESOLUTION NO. 2022-013] 271

STUDY SESSION

- | | <u>PAGE</u> |
|--|--------------------|
| 1. DISCUSS FISCAL YEAR 2022/23 PRELIMINARY PROPOSED BUDGET | 405 |

PUBLIC HEARINGS – NONE

DEPARTMENTAL REPORTS

1. CITY MANAGER
2. CITY ATTORNEY
3. CITY CLERK – JUNE 7, 2022, PRIMARY ELECTION UPDATE 495
4. COMMUNITY RESOURCES
5. DESIGN AND DEVELOPMENT
6. FINANCE
7. PUBLIC WORKS

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

REPORTS AND INFORMATIONAL ITEMS

1. CVAG 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. IMPERIAL IRRIGATION DISTRICT – COACHELLA VALLEY ENERGY COMMISSION (Evans)
6. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
7. COACHELLA VALLEY WATER DISTRICT JOINT POLICY COMMITTEE (Evans)
8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
9. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Fitzpatrick)
10. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
11. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick & Radi)
12. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
13. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
14. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
15. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
16. CVAG PUBLIC SAFETY COMMITTEE (Peña)

- 17. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
- 18. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE (Peña)
- 19. IMPERIAL IRRIGATION DISTRICT – ENERGY CONSUMERS ADVISORY COMMITTEE (Peña)
- 20. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (Peña)
- 21. COVID-19 SMALL BUSINESS EMERGENCY ECONOMIC RELIEF PROGRAM AD HOC COMMITTEE (Peña and Radi)
- 22. CVAG TRANSPORTATION COMMITTEE (Radi)
- 23. SUNLINE TRANSIT AGENCY (Radi)
- 24. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
- 25. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi & Sanchez)
- 26. ANIMAL CAMPUS COMMISSION (Sanchez)
- 27. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Sanchez)
- 28. LEAGUE OF CALIFORNIA CITIES – TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS POLICY COMMITTEE (Sanchez)
- 29. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)
- 30. FINANCIAL ADVISORY COMMISSION MINUTES DATED APRIL 13, 2022 505

ADJOURNMENT

The next regular meeting of the City Council will be held on June 7, 2022, 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 May 13, 2022.

DATED: May 13, 2022

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) 777-7123, 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) 777-7123. 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.

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENTS FOR CONTRACT SERVICES WITH NATIONAL PLANT SERVICES, INC., DESERT CONCEPTS CONSTRUCTION, INC., AND PWLC II, INC., FOR ON-CALL PUBLIC WORKS MAINTENANCE SERVICES

RECOMMENDATION

Approve Agreements for Contract Services with National Plant Services, Inc., Desert Concepts Construction, Inc., and PWLC II, Inc., for on-call Public Works Maintenance Services; and authorize the City Manager to execute the agreements.

EXECUTIVE SUMMARY

- Given the current job market, it is difficult to obtain proposals from qualified contractors for various public works maintenance services. Maintenance services for streets and stormwater, buildings, and landscape renovations, require either certified and/or licensed contractors or City maintenance staff to perform the work.
- In March 2022, staff solicited proposals for On-Call Public Works Maintenance Services (maintenance services). Four responses were received from qualified contractors. National Plant Services, Inc. (National), Desert Concepts Construction, Inc., (Desert Concepts) and PWLC II, Inc., (PWLC) were selected and are licensed, qualified contractors that can provide a variety of public works maintenance services.
- Each agreement would be for a three-year term for not to exceed amounts budgeted in the professional and maintenance services accounts; National (Attachment 1) \$50,000; Desert Concepts (Attachment 2) \$200,000; PWLC (Attachment 3) \$200,000; and would provide the flexibility to complete daily and/or deferred maintenance in a timelier manner.
- Staff cannot exceed the budgeted amount without Council approval.

FISCAL IMPACT

These contracts combined could potentially cost up to \$450,000 annually; National \$50,000; Desert Concepts \$200,000; PWLC \$200,000 or a total of \$1,350,000 during the three-year term(s). Funds are proposed in the fiscal year budget, invoices would be charged to the appropriate division account(s) for professional services and/or maintenance services accounts as follows:

Maintenance Division	Professional & Maintenance Services Accounts	Proposed 2022/23 FY Budget	Estimated Use Amount
Streets & Stormwater	101-7003-60103	\$70,000	\$50,000
Buildings	101-3008-60691	\$60,000	\$50,000
Parks	101-3005-60691	\$300,000	\$100,000
Fire	101-2002-60691	\$60,000	\$45,000
Library	202-3004-60691	\$15,000	\$15,000
Museum	202-3006-60691	\$5,000	\$5,000
Landscape & Lighting	215-7004-60691	\$200,000	\$110,000
Building Repair/Maint	501-0000-71103	\$50,000	\$50,000
SilverRock	601-0000-60660	\$25,000	\$25,000

BACKGROUND/ANALYSIS

In the current job market, the City and contractors are often short-staffed making it increasingly difficult to keep up with deferred and daily maintenance. Many maintenance services tasks for buildings, parks, landscape renovations, streets and stormwater, require certified and/or licensed contractors with appropriate insurance requirements to perform the work, and it has been difficult to obtain proposals.

In March 2022, the City posted a request for proposals for On-Call Public Works Maintenance Services. Four proposals were received, staff reviewed the proposals and selected three contractors that could provide a variety of maintenance services. National would perform storm water and sewer maintenance as needed. Desert Concepts would perform a variety of services for buildings, facilities and park/playground maintenance, painting, welding, electrical repair/installation, storm drains, street sweeping, and any other public works maintenance service as needed. PWLC would perform additional work for deferred landscape maintenance such as landscape renovation, and irrigation repair and/or modification, in the Lighting and Landscape Assessment District 89-1 and Citywide parks.

The contract authority would allow staff to utilize the appropriate contractor for maintenance services on an as-needed basis for the full “not to exceed” amount of their agreement. Staff requests the flexibility of on-call maintenance services to address deferred maintenance items, and as an option to be able to complete work when City staff is unavailable.

ALTERNATIVES

Council could elect not to approve one or more of the agreements.

Prepared by: Dianne Hansen, Management Analyst

Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

- Attachments:
1. Agreement with National Plant Services, Inc.
 2. Agreement with Desert Concepts Construction, Inc
 3. Agreement with PWLC II, Inc.

ATTACHMENT 1

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 National Plant Services, Inc. ("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 On-Call Public Works Maintenance 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 Fifty Thousand Dollars (\$50,000) (the "Contract Sum"), per year for the life of the agreement encompassing any initial and extended terms, 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 May 1, 2022, and terminate on June 30, 2025 ("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) Name: Dennis Keene
Tel No: 562-436-7600
E-mail: dennisk@nationalplant.com
- (b) Name: Patty Pena
Tel No: 562-896-1439
Email: ppena@nationalplant.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 Tony Ulloa, Public Works Deputy Director, 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: Tony Ulloa
Deputy Director, Public Works
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

National Plant Services, Inc,
Attention: Dennis Keene
President
1461 Harbor Avenue
Long Beach, CA 90813-2741

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

JON MCMILLEN, City Manager
City of La Quinta, California

Dated: _____

CONTRACTING PARTY:

By: _____

Name: Dennis Keene

Title: President

ATTEST:

MONIKA RADEVA, City Clerk
La Quinta, California

By: _____

Name: Jeff Garcia

Title: Vice President

APPROVED AS TO FORM:

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

Exhibit A
Scope of Services

1. Services to be Provided:

City wide storm drain maintenance as requested, including but not limited to: cleaning of sewer lines, debris removal and disposal, drain cleaning and inspection, laser inspection, sonar inspection, LiDAR inspection, industrial plant cleaning, specialty cleaning/mechanical cleaning, smoke testing, flow monitoring, line grouting, spot repairs, lateral lining from the mainline, and top hats (lateral seals).

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 Fifty Thousand Dollars (\$50,000.00) ("Contract Sum") per year for the life of the agreement encompassing any initial and extended terms. 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: \$50,000.00

"Not to exceed" Year 2: \$50,000.00

"Not to exceed" Year 3: \$50,000.00

Possible Extended Term:

"Not to exceed" Year 4: \$50,000.00

"Not to exceed" Year 5: \$50,000.00



1461 Harbor Avenue
 Long Beach, CA 90813-2741
 p: (562) 436-7600
 f: (562) 495-1528
 www.nationalplant.com

Cost Proposal

ITEM	DESCRIPTION	UNIT	PRICE
1	Mobilization – per call-out	LS	\$750.00
1	Combo jet/vacuum truck plus operator	Per Hour	\$275.00
2	Hydro/Straight-jet truck plus operator	Per Hour	\$250.00
3	Guzzler truck (debris) plus operator	Per Hour	\$300.00
4	Vacuum truck (liquid) plus operator	Per Hour	\$275.00
5	Trailer jetter with utility truck plus operator (1/2" hose)	Per Hour	\$250.00
6	CCTV truck plus operator	Per Hour	\$275.00
7	Additional labor per technician	Per Hour	\$145.00
8	Disposal – Cost plus 10%		
9	Spot Repairs	Per Repair	\$2,500.00
10	Flow Monitoring – 14days	LS	\$6,500.00
11	MACP Level 1 – 15 minimum	Per MH	\$100.00
12	MACP Level 2 – 15 minimum	Per MH	\$175.00

**All information and pricing provided in this proposal is valid for ninety (90) days.*

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.

[Click Here to Return to Agenda](#)

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)
\$5,000,000 (per occurrence)
\$5,000,000 (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)
\$5,000,000 (per accident)
Personal Auto Declaration Page if applicable

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 \$5,000,000 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.

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.

[Click Here to Return to Agenda](#)

ATTACHMENT 2

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 Desert Concepts Construction, Inc. ("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 On-Call Public Works Maintenance 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 Two-Hundred Thousand Dollars (\$200,000) (the "Contract Sum"), per year for the life of the agreement encompassing any initial and extended terms, 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 May 1, 2022, and terminate on June 30, 2025 ("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) Name: Julio Castro
Tel No: 760-200-9007
E-mail: mail@desertconcepts.net
- (b) Name:
Tel No:
Email:

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 Dianne Hansen, Management Analyst, 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: Dianne Hansen
Management Analyst
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

DESERT CONCEPTS CONSTRUCTION, INC.
Attention: Julio Castro
President
79-775 Ave 40
Indio, 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: _____

JON MCMILLEN, City Manager
City of La Quinta, California

Name: Julio Castro

Title: President

Dated: _____

ATTEST:

By: _____

Name: _____

MONIKA RADEVA, City Clerk
La Quinta, California

Title: _____

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

1. Services to be Provided:



79-775 Ave. 40
Indio, CA 92203
Phone: (760) 200-9007
Fax: (760) 200-9014
Email: mail@desertconcepts.net
Lic. #849837 / DIR #100006619

Scope of Services Provided:

- Street/asphalt patching and repair.
- Concrete curbs and sidewalk repair.
- Storm drain and sewer maintenance to include debris removal and pumping of excess water.
- Street sweeping, to include sand/debris removal in gutters, or removal of excess water in the streets.
- Painting; facilities interior and exterior.
- HVAC maintenance repair and/or replacement.
- Plumbing repair.
- Roof repair.
- Electrical maintenance, repair, and installation.
- Welding repairs for gates, fences, and equipment.
- Landscape modifications - tree/plant and ground cover installation.
- Sports field maintenance to include leveling of infield and/or outfields.
- Irrigation repair and/or modification.
- Lake and irrigation pump maintenance to include trouble shooting, routine maintenance and repairs.
- Playground equipment repair and/or installation.
- Graffiti abatement.
- Pool/Splash Pad Upgrades
- General residential/commercial electrical repairs & new installations of switches, receptacles, lighting, etc.
- Any other typical and common miscellaneous Public Works Maintenance repairs and installations.
- All work shall be to applicable codes and to the satisfaction of the City.

Desert Concepts is licensed and qualified to provide the services listed below, as well as any other public works maintenance services that may be requested.

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 Two-Hundred Thousand Dollars (\$200,000.00) ("Contract Sum") per year for the life of the agreement encompassing any initial and extended terms. 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: \$200,000.00

"Not to exceed" Year 2: \$200,000.00

"Not to exceed" Year 3: \$200,000.00

Possible Extended Term:

"Not to exceed" Year 4: \$200,000.00

"Not to exceed" Year 5: \$200,000.00

Desert Concepts Construction, Inc. will honor prices listed below for the next 90 days

- All work shall be to applicable codes and to the satisfaction of the City.
- CSLB: 849837 class: A, B, C8, C10, C16, C23, C27, C33, C36
- Prices include Prevailing Wages and are subject to change upon DIR mandatory increases. These rates do not include overtime rates.

	Description of Services	Trade Labor Rate/hr		Laborer Rate/hr		Material	Equipment Rate/hr (4hr minimum)
		Base	Weekend	Base	Weekend		
1	Street/asphalt patching and repair	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 250.00
2	Concrete curbs and sidewalk repair	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 250.00
3	Storm drain and sewer maintenance to include debris removal and pumping of excess water.	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 175.00
4	Street sweeping, to include sand/debris removal in gutters, or removal of excess water in the streets.	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 150.00
5	Painting; facilities interior and exterior	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 65.00
6	HVAC maintenance, repair, and installation	\$ 158.00	\$ 264.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 95.00
7	Plumbing repair	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 110.00
8	Roof repair	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 110.00
9	Electrical maintenance, repair, and installation	\$ 160.00	\$ 270.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 65.00
10	Welding repairs for gates, fences, and equipment	\$ 158.00	\$ 264.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 145.00
11	Landscape modification - tree/plant and ground cover installation	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 125.00
12	Sports field maintenance to include leveling of infield and/or outfields	\$ 165.00	\$ 275.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 250.00
13	Irrigation repair and/or modification	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 65.00
14	Lake and irrigation pump maintenance to include trouble shooting, routine maintenance and repairs	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 145.00
15	Playground equipment repair and/or installation	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 110.00
16	Graffiti abatement	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 65.00
17	Pool/Splash Pad Upgrades	\$ 125.00	\$ 206.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 110.00
18	General residential/commercial electrical repairs & new installations of switches, receptacles, lighting, etc.	\$ 160.00	\$ 270.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 85.00
19	Any other typical and common miscellaneous Public Works Maintenance repairs and installations	\$ 115.00	\$ 195.00	\$ 115.00	\$ 195.00	cost + 15%	\$ 110.00
20	Foreman	\$ 175.00	\$ 305.00				

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.

[Click Here to Return to Agenda](#)

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)
\$5,000,000 (per occurrence)
\$5,000,000 (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)
\$5,000,000 (per accident)
Personal Auto Declaration Page if applicable

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 \$5,000,000 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.

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.

[Click Here to Return to Agenda](#)

ATTACHMENT 3

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 PWLC II, Inc. ("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 On-Call Public Works Maintenance 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 Two-Hundred Thousand Dollars (\$200,000) (the "Contract Sum"), per year for the life of the agreement encompassing any initial and extended terms, 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 May 1, 2022, and terminate on June 30, 2025 ("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) Name: Paul Rasmussen
Tel No: 760-323-9341
E-mail: paulr@pwlc2.com
- (b) Name:
Tel No:
Email:

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 Dianne Hansen, Management Analyst, 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 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: Dianne Hansen
Management Analyst
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

PWLC II, Inc.
Attention: Paul Rasmussen
President
P.O. Box 848
Thousand Palms, CA 92276

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: _____

JON MCMILLEN, City Manager
City of La Quinta, California

Name: Paul Rasmussen

Title: President

Dated: _____

ATTEST:

By: _____

Name: _____

MONIKA RADEVA, City Clerk
La Quinta, California

Title: _____

APPROVED AS TO FORM:

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

Exhibit A
Scope of Services

1. Services to be Provided:

Landscape maintenance that is considered additional work outside of the landscape maintenance contracts for the Landscape and Lighting Assessment District 89-1 and for Citywide Parks. Additional work for landscape maintenance renovations may include:

- Tree removal and replacement
- Palm tree removal and replacement
- Irrigation repair and/or modification
- Plant removal and replacement
- Ground cover replacement
- Debris removal/disposal
- Minor street sweeping

The contractor may also perform periodic services such as:

- Sports fields maintenance:
 - Improvement of turf conditions
 - Leveling of outfields
- Weed abatement at City properties not included in landscape maintenance contract service areas.

Note: The City may choose to supply materials needed for any additional landscape maintenance projects.

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 Two-Hundred Thousand Dollars (\$200,000.00) ("Contract Sum") per year for the life of the agreement encompassing any initial and extended terms. 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: \$200,000.00

"Not to exceed" Year 2: \$200,000.00

"Not to exceed" Year 3: \$200,000.00

Possible Extended Term:

"Not to exceed" Year 4: \$200,000.00

"Not to exceed" Year 5: \$200,000.00

Hourly Labor Rates:

- Maintenance Worker \$38.00
- Irrigator \$61.00
- Foreman \$61.00
- Supervisor \$68.00
- Manager \$72.00

(Note - PWLC will honor the daily labor rates listed below for the next 90 days.)

Tree Removal (includes cutting the stump below ground)

- | | |
|---------------------------|-------------|
| • Small – under 15 ft | \$ 475.00 |
| • Medium – 15 ft to 30 ft | \$ 875.00 |
| • Large – 30 ft to 45 ft | \$ 1,475.00 |
| • Over 45 Ft - | \$ 2,400.00 |

Street Sweeping services:

Hourly Rates: 165.00

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.

[Click Here to Return to Agenda](#)

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)
\$5,000,000 (per occurrence)
\$6,000,000 (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)
\$5,000,000 (per accident)
Personal Auto Declaration Page if applicable

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 \$5,000,000 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.

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.

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH WILLDAN FINANCIAL SERVICES, INC., FOR ANNUAL LEVY ADMINISTRATIVE SERVICES FOR LIGHTING & LANDSCAPE ASSESSMENT DISTRICT 89-1

RECOMMENDATION

Approve an Agreement for Contract Services for Annual Levy Administrative Services with Willdan Financial Services, Inc., for Lighting & Landscape Assessment District 89-1; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The City annually levies and collects special assessments in order to provide and maintain the facilities, improvements and services within the Lighting & Landscape Assessment District No. 89-1 (L&L).
- On April 11, 2022, a Request for Proposals (RFP) was posted for Annual Levy Administrative Services for the L&L. After a formal RFP process, Willdan Financial Services (Willdan) was selected as the most qualified firm.

FISCAL IMPACT

The cost would be \$12,500 per year, the initial Contract Agreement term is for three years and may be extended for an additional two years; for a total of five years or \$62,500; funds are available in the L&L administration budget account (215-7004-60102).

BACKGROUND/ANALYSIS

The City annually levies and collects special assessments in order to provide and maintain the facilities, improvements and services within L&L. The assessments for the L&L provide a special benefit to the land parcels assessed. These services are necessary for roadway safety, water retention, and visual aesthetics. Services include preparation of the Annual Engineer's Report to include a description of all zones/subzones, fiscal year budget summary, method of fee application (formula for spreading levy), and each parcel's levy estimate.

On April 11, 2022, an RFP was posted for Annual Levy Administration Services for the L&L. Three proposals were received in response to the RFP; dta Finance;

Webb Municipal Finance and Willdan Financial Services. Willdan was selected as the most qualified firm.

ALTERNATIVES

Council could direct staff to re-advertise for Annual Levy Administrative Services for the L&L. However, staff does not recommend this approach.

Prepared by: Dianne Hansen, Management Analyst

Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachment: 1. Agreement for Contract Services

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 Financial Services, Inc. ("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 Annual Levy Administrative Services for the Lighting & Landscape Assessment District 89-1 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 Twelve-Thousand, Five Hundred Dollars (\$12,500) 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. 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, 2022, and terminate on June 30, 2025 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term") and executed in writing.

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) Name: Daniel Louie, Project Manager
E-mail: DLouie@wiildan.com
- (b) Name: Gladys Medina, Vice President
Email: GMedina@Willdan.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 Dianne Hansen, Management Analyst, 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: Dianne Hansen
Management Analyst
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

Willdan Financial Services, Inc.
Attention: Daniel Louie
Project Manager
27368 Via Industria, Suite200
Temecula, CA 92590

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: Gladys Medina

Title: Vice Presidnet

JON McMILLEN, City Manager
City of La Quinta, California

Dated: _____

ATTEST:

By: _____

Name: _____

Title: _____

MONIKA RADEVA, City Clerk
City of 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:

Coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments.

- Review and assist with the preparation of district budgets, and coordinate with City staff to ensure accurate accounting and recovery of all costs. Assist City staff with the incorporation of the actual maintenance costs into the district budget to achieve maximum cost-to-benefit equity.
- Be available, as needed at the City's discretion, to meet with City staff to discuss district administration, budgeting, method of fee application, levy, or other related topics.
- Update and maintain a parcel database utilizing parcel information from the current County Assessor's Office secured roll.
- Attend City Council meetings, and public hearing, and be available to answer questions, as requested by City staff.
- Prepare the Annual Engineer's Report (Report) to include a description of all zones/subzones, fiscal year budget summary, method of fee application (formula for spreading levy), each parcel's levy estimate, and boundary diagram; and present Report to City staff to review and approve. Revise Report, as directed by staff, prior to City Council action.
- Prepare resolutions, as necessary.
- Prepare and present the Report to City staff to review and approve.
- Modify Report and roll, as directed by the City Council (if necessary).
- Upload data (following district public hearing and adoption of the Resolution to Levy) that is compatible with the County's computer system for entering individual parcel levy amounts on tax bills.
- Provide the City with two (2) bound copies of the final Report and assessment roll.
- Assist with appeals' procedure and make necessary database revisions.
- Revise parcel numbers (upon receipt of a County parcel exceptions list) and report the remaining levy amounts to the County.
- Act as primary contact in answering property owner questions regarding special assessments, Assessment Districts, noticing procedures, tax bills, etc.
- Provide continual, year-round administrative counseling to the City as needed.
- Provide annexation procedures for any new areas to be added to the district

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 Twelve-Thousand, Five Hundred (\$12,500) ("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.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, **not to exceed \$2,500 annually**. Examples of reimbursable expenses include, but are not limited to:

- Postage;
- Travel expenses;
- Mileage (current prevailing rate);
- Maps;
- Electronic data provided from the county and/or other applicable resources;
- Construction cost periodicals; and
- Copying (currently 6¢ per copy).

Charges for meeting and consulting with the Council, the City, or other parties (or requests for reports containing information not included in the Engineer's Report, parcel databases, County secured roll, or County tax payment tapes that are not listed in the scope of work) will be at our then-current hourly rates (see "Additional Services" below).

In the event that a third party requests any documents, Willdan may, in accordance with Willdan's applicable rate schedule, charge such third party for providing said documents.

City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the Project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Additional Services

Additional authorized services will be billed at Willdan's then current hourly consulting rates. Our current hourly rates are listed in the table below.

Willdan Financial Services Hourly Rate Schedule			
Position	Hourly Rate	Position	Hourly Rate
Director	\$210	Assessment Engineer	\$211
Principal Consultant / Assistant Director	\$200	Senior Project Manager	\$165
Project Manager / Program Director	\$145	Senior Project Analyst	\$130
Senior Analyst	\$120	Analyst	\$100
Assistant Analyst	\$ 75	Property Owner Service Representative	\$ 55
Support Staff	\$ 50		

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, from February through October of each year.

[Click Here to Return to Agenda](#)

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)
Auto Liability Additional Insured
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 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.



INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

Must be executed by proposer and submitted with the proposal

I, _____ (name) hereby acknowledge and confirm that _____ (name of company) has reviewed the City's indemnification and minimum insurance requirements as listed in Exhibits E and F of the City's Agreement for Contract Services (Attachment 1); and declare that insurance certificates and endorsements verifying compliance will be provided if an agreement is awarded.

I am _____ of _____,
 (Title) (Company)

	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 Noncontributory
	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)
	Worker's Compensation (per statutory requirements) Must include the following endorsements:
	Worker's Compensation Waiver of Subrogation
	Worker's Compensation Declaration of Sole Proprietor if applicable



NON-COLLUSION AFFIDAVIT FORM

Must be executed by proposer and submitted with the proposal

I, _____ (name) hereby declare as follows:

I am _____ of _____,
(Title) (Company)

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement of anyone interested in the proposed agreement; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative hereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature: _____

Proposer Name: _____

Proposer Title: _____

Company Name: _____

Address: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

*Must be executed by proposer and submitted with the proposal;
If no addenda has been issued, mark "N/A" under Addendum No. indicating
Not Applicable and sign*

ADDENDUM NO.	SIGNATURE INDICATING RECEIPT



EVALUATION CRITERIA

Firm: _____

Reviewer: _____

Date: _____

Refer to Scoring Breakdown on next sheet.

Category	Max Pts	Score
Understanding of work to be done	25	
Staffing and Scope of Work	20	
Pertinent Project Experience	15	
Schedule	15	
Format/Organization	10	
Cost	10	
Intangible Qualities (Overall ability to operate a large-scale facility)	5	
Total	100	

Unique Qualities (Intangibles):
 (Explanation) _____

Comments: _____

TOTAL _____

Reviewer's Signature _____

Contract Administrator's Initials _____ **Date** _____

Scoring Breakdown:

Understanding of work to be done - 25 points maximum

0-8: Scope of work is off topic or is missing more than 5 key elements.

9-17: Scope of work is understandable but missing a few key elements.

18-25: Scope of work well justified and most or all key elements are included.

Staffing and Scope of Work - 20 points maximum

0-8 points: Staffing is not clearly listed or does not match scope of work proposed.

9-15 points: Staffing is included but experience is not relevant or similar.

16-20 points: Staffing is included, matches the scope of work, and experience is relevant.

Pertinent Project Experience - 15 points maximum

0-4 points: Firm does not include previous experience or has very minimal experience.

5-10 points: Firm lists previous experience, but experience is not relevant or similar.

11-15 points: Firm lists relevant previous experience with similar work.

Schedule - 15 Points Maximum

0-4 points: Schedule is missing key components and is unreasonable

5-10 points: Schedule is reasonable but missing key components

11-15 points: Schedule is reasonable and has all key components

Format/Organization - 10 points maximum

0-4: Scope of work is not or barely organized into tasks and subtasks, does not flow clearly.

5-7: Scope of work is organized into tasks and subtasks, but not in a clear logical order.

8-10: Scope of work is well organized into logical tasks and subtasks to complete a project.

Cost - 10 points maximum

0-4 points: Firm rates significantly vary from standard rates for similar services, and/or there are significant errors in calculations.

5-7 points: Firm rates vary from standard rates for similar services and/or there are minor errors in calculations.

8-10 points: Firm rates are within standard rates for similar services.

Intangible Qualities - 5 points maximum

Intangible qualities are those traits or abilities that are not included in the above categories.

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH OCEAN SPRINGS TECH, INC. FOR A ONE-YEAR TERM EXTENSION AND RELATED COMPENSATION FOR POOL AND WATER FEATURE MAINTENANCE SERVICES PROJECT NO. 2020-11

RECOMMENDATION

Approve Amendment No. 2 to Agreement for Contract Services with Ocean Springs Tech, Inc. for a one-year term extension for pool and water feature maintenance services, in an amount not to exceed \$87,768; and authorize the City Manager to execute the Contract.

EXECUTIVE SUMMARY

- The City contracts pool and water feature maintenance services (maintenance services) for its pool and water feature.
- On August 2, 2020, City Council awarded a Contract Services Agreement (Agreement) for maintenance services to Ocean Springs Tech, Inc. (Ocean Springs). The initial term was for 10 months of service, total Agreement amount of \$65,100.
- On May 18, 2021, Council approved Amendment No. 1 for the first one-year term extension and a 5% increase of \$3,906 in compensation, total Agreement amount of \$82,026.
- Amendment No. 2 (Attachment 1) proposes the second one-year term extension through June 30, 2023, and a 7% increase of \$5,742 in compensation for a total not to exceed amount of \$87,768.

FISCAL IMPACT

The total contract cost for fiscal year 2022/23 would be \$87,768 for 12 months of service and includes a 7% compensation increase of \$5,742. The annual cost is allocated between funds for Fritz Burns Pool (101-3005-60184) and the La Quinta Park water feature (101-3005-60554). These costs are currently included within the draft Fiscal Year 2022/23 City operating budget.

	Total Contract
2020/21 Contract Amount	\$ 65,100
2021/22 Additional two months of service	\$ 13,020
Amendment No 1	\$ 3,906
Amendment No 2	\$ 5,742
2022/23 Contract Amount (12 Months)	\$ 87,768

BACKGROUND/ANALYSIS

The City pool is located at Fritz Burns Park and the water feature at La Quinta Park. Typically, maintenance services are provided seven days per week during the season and three days per week in the off season.

On August 2, 2020, City Council awarded the maintenance services to Ocean Springs. The initial contract was for a ten-month period, at \$65,100, with an option of four (4) one-year extensions.

On May 18, 2021, City Council approved Amendment No. 1 which proposed a one-year term extension and a 5% increase of \$3,906, total Agreement amount of \$82,026.

Amendment No 2 proposes a one-year contract extension and a 7% increase of \$5,742, total Agreement amount \$87,768 which budgets for services seven days per week for twelve-months.

ALTERNATIVES

Council may direct staff to prepare new bid documents and specifications to advertise for Citywide Pool & Water Feature Maintenance services. However, that may cause a delay in services.

Prepared by: Dianne Hansen, Management Analyst, Parks/Landscape
Approved by: Bryan McKinney, Public Works/Engineering Director

Attachment: 1. Amendment No. 2

ATTACHMENT 1

AMENDMENT NO. 2 TO AGREEMENT WITH OCEAN SPRINGS TECH, INC. PROJECT NO. 2020-11

This Amendment No. 2 ("Amendment No. 2") to the Contract Services Agreement ("Agreement") is made and entered into as of the 1st day of July 2022 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and OCEAN SPRINGS TECH, INC. ("Contracting Party").

RECITALS

WHEREAS, on or about July 1, 2020, the City and Contracting Party entered into an Agreement to provide Pool & Water Feature Maintenance services Project No. 2020-11, for a total not to exceed price of \$65,100 (ten months of service). The term of the Agreement expired on June 30, 2021; and

WHEREAS, on May 18, 2021, City Council approved Amendment No. 1 which proposed the first one-year term extension and a 5% increase of \$3,906 in compensation, total Contract Agreement amount \$82,060.

WHEREAS, Amendment No. 2, Section 2.1 – Contract Sum, shall be amended by up to an additional \$87,768 for monthly maintenance seven days per week for the 2022/23 FY, which includes a 7% increase of \$5,742, for a total not to exceed amount of \$234,928; and

WHEREAS, the City and Contracting Party mutually agree to extend the term of the Agreement for the second one-year term extension in accordance with Section 3.4 - Term, from July 1, 2022 to June 30, 2023 ("Extended Term"); and

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

AMENDMENT

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2.1: Contract Sum is amended by up to an additional \$87,768, for a total not to exceed amount of \$234,928 as listed in revised "Exhibit B", attached hereto, and incorporated herewith by this reference:

Initial Term (July 1, 2020 – June 30, 2021)	\$65,100
Extended Term (July1, 2021 – June 30, 2022)	\$82,026
<u>Extended Term (July 1, 2022- June 30, 2023)</u>	<u>\$87,768</u>
Total not to exceed amount:	\$234,928

2. Section 3.4; Term, is extended for one additional year from July 1, 2022 to June 30, 2023 (“Extended Term”), unless earlier terminated in accordance with Sections 8.8 or 8.9 of the Agreement,

In all other respects, the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 2 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA a California municipal corporation

JON McMILLEN, City Manager
City of La Quinta, California

Dated: _____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

CONTRACTING PARTY: _____
[Pool & Water Feature Maintenance]

By: _____

Name: Armando Rodriguez

Title: President

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 Eighty-Seven Thousand, and Seven Hundred Sixty-Eight Dollars (\$87,768) ("Contract Sum") in the 2022/23 Fiscal Year. 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.

CONTRACT SUMMATION

DESCRIPTION FRITZ BURNS PARK 78080 FRANCES HACK LANE	MONTHLY PRICE	ANNUAL PRICE
POOL – Service 7 Days per Week	\$5,460	\$65,523
LA QUINTA PARK 79120 BLACK HAWK WAY		
SPLASH PAD WATER FEATURE Service 7 Days Per Week	\$1,854	\$22,245
Total:	\$7,314	\$87,768

DESCRIPTION FRITZ BURNS PARK 78080 FRANCES HACK LANE	MONTHLY PRICE	ANNUAL PRICE
POOL – Service 3 Days per Week	\$2,191	\$26,290
LA QUINTA PARK 79120 BLACK HAWK WAY		
SPLASH PAD WATER FEATURE Service 3 Days Per week	\$843	\$10,111
Total:	\$3,034	\$34,401

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE CHANGE ORDER NO. 4 TO CONTRACT WITH VINTAGE ASSOCIATES, INC. FOR PARK LANDSCAPE MAINTENANCE SERVICES PROJECT NO. 2018-32 FOR A ONE-YEAR TERM EXTENSION AND RELATED COMPENSATION

RECOMMENDATION

Approve Change Order No. 4 to contract with Vintage Associates, Inc. for Park Landscape Maintenance Services Project No. 2018-32 for a one-year term extension, and a 7% increase in compensation, in an amount not to exceed \$878,221 for fiscal year 2022/23; and authorize the City Manager to execute the change order.

EXECUTIVE SUMMARY

- The City contracts landscape maintenance services for its parks, civic facilities, and retention areas.
- May 2019, City Council awarded the Parks Landscape Maintenance Services Contract to Vintage Associates, Inc. (Vintage), total contract amount of \$658,260.
- May 2020, Council approved Change Order No. 1, which included a one-year term extension and a 15% compensation decrease, total contract amount of \$561,420.
- April and May 2021, Council approved Change Order's No. 2 and No. 3 which included a one-year term extension, and a 5% increase in compensation, and annual maintenance for the SilverRock Park Event Site, total contract amount of \$721,291
- Change Order No. 4 (Attachment 1) requests a one-year extension through June 30, 2023, a 7% increase in compensation, and additional maintenance areas including the SilverRock retention basin and the X-Park, for a total contract amount of \$878,221.

FISCAL IMPACT

The total contract cost for fiscal year 2022/23 would be \$878,221 and includes a 7% increase of \$50,490 to the 2021/22 compensation amount, additional maintenance areas for the retention basin of \$59,760, and the X-Park of \$25,290, and additional overseeding at \$20,760. The annual cost is allocated

between Parks (101-3005-60112), Landscape and Lighting Assessment District 89-1 (215-7004-60112), Library (202-3004-60112), and Museum (202-3006-60112) funds. These costs are currently included within the proposed 2022/23 City operating budget.

	Total Contract
2019/20 Initial Contract	\$ 658,260
Change Order No 1:	\$ (96,840)
Change Order No 2:	\$ 26,750
Change Order No 3:	\$ 133,121
Change Order No 4:	\$ 156,930
2022/23 Contract Amount	\$ 878,221

BACKGROUND/ANALYSIS

Park landscape maintenance service provides for daily cleaning and weekly maintenance of all landscaped areas located around civic facilities and within City parks, trails, natural areas, and retention basins.

Change Order No. 4 proposes a one-year term extension, a 7% increase of \$50,490 in compensation to the 2021/22 contract sum, additional maintenance areas for the retention basin \$59,760; and X-Park \$25,920; and overseeding at \$20,760; total contract amount \$878,221.

Staff recommends this contract extension based on the contractor's performance, and response times to address issues in the parks.

ALTERNATIVES

Council may direct staff to prepare new bid documents and specifications to advertise for Citywide park landscape services. However, that may cause a delay in services.

Prepared by: Dianne Hansen, Management Analyst, Parks/Landscape
Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachment: 1. Change Order No. 4



AGREEMENT: CITYWIDE PARK LANDSCAPE MAINTENTANCE SERVICE

PROJECT NO. 2018-32

CONTRACTOR: VINTAGE ASSOCIATES, INC.

CHANGE ORDER NO. 4

Pursuant to the terms of the original Agreement for Contract Services, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Agreement. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the original Agreement.

DESCRIPTION OF CHANGE

- 1. As provided in Section 1240 - the Contract sum is amended as follows: the total agreement amount of \$721,291 is increased to \$878,221 which includes a 7% increase of \$50,490, and additional service areas at the SilverRock Event park retention basin \$59,760, and the X-Park perimeter \$27,920
2. Section 3000; 7.0 Turfgrass, C. Winter Over-seeding, revised to Winter over-seeding will only occur at Civic Center Campus, Adams park and retention basin, Fritz Burns, La Quinta Park picnic area, Event park, three dog parks, the YMCA, and Monticello park and Seasons retention basin. \$20,760
3. As provided in Section 2000, 2.0, Contract Terms; the City and Contractor agree to extend the term of the contract for the third one-year extension, commencing on July 1, 2022, thru June 30, 2023.

Table with 2 columns: Description, Amount. Rows include Previous Agreement Amount Through Change Order No. 3 (\$721,291), Add This Change Order (\$50,490), Add This Change Order (\$59,760), Add This Change Order (\$27,920), Add This Change Order (\$20,760), Revised Agreement Total (\$878,221).

By reason of this change order the time of completion is adjusted as follows: -365- days added/deleted to contract time. The start date for these services shall be: 07/01 /2022

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above, which includes all direct and indirect overhead expenses for any delays.

Accepted By: _____ Title: President

Print Name: Kyle Gritters Print Company: VINTAGE ASSOCIATES, INC

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH TERRA NOVA PLANNING & RESEARCH, INC. TO EXTEND CONTRACT FOR TWO ADDITIONAL YEARS FOR ON-CALL PLANNING SERVICES

RECOMMENDATION

Approve Amendment No. 3 to Agreement for Contract Services with Terra Nova Planning & Research, Inc. to extend contract for two additional years for on-call planning services; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- Terra Nova Planning & Research, Inc. (Terra Nova) is currently contracted with the City to provide on-call planning services during peak workloads and as needed for expertise on special and complex planning projects. The contract has been amended twice, first in May 2020 to add \$69,975 to the contract amount for housing and safety element general plan updates and second in July 2021 to add \$10,000 to the contract amount for increased workload. The contract expires June 30, 2022.
- Proposed Amendment No. 3 (Attachment 1) will extend the term another two years and increase the total contract amount to \$90,000 to assist with planning entitlement applications and associated environmental documentation.

FISCAL IMPACT

The current three-year contract with Terra Nova is a not-to-exceed amount of \$60,000 annually, with an option to extend for two additional years. The amendment would extend the contract two years and add \$30,000 for a not-to-exceed amount of \$90,000 per year. Funds are proposed to be budgeted in the Planning Division Professional Services budget for FY 22/23 for these services (101-6002-60103).

BACKGROUND/ANALYSIS

Terra Nova currently provides on-call planning services to the City and is an extension of staff to process complex entitlement applications, including but

not limited to General Plan Amendments, Zone Changes, Specific Plans, Site Development Permits, Tentative Tract Maps and associated environmental documentation.

The current on-call contract is for a period of three-years, with option to extend two years. The current contract expires June 30, 2022. Staff is requesting an extension for two additional years and an increase in contract amount to assist with the increased workload (planning and development entitlement applications) the Planning Division has experienced over the last year (Attachment 2). Staff anticipates this increased workload will continue into the next two years. Planning Division has budgeted \$90,000 for the 2022/23 fiscal year for the increase in contract amount.

ALTERNATIVES

Council may elect not to approve the Amendment.

Prepared by: Cheri L. Flores, Planning Manager

Approved by: Danny Castro, Design and Development Director

Attachments: 1. Amendment No. 3 to Agreement for Contract Services
 2. Planning Division 2021 Quarterly Reports

ATTACHMENT 1

**AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT
WITH TERRA NOVA PLANNING AND RESEARCH, INC.**

This Amendment No. 3 to Contract Services Agreement (Agreement) is made and entered into as of the _____ day of June 2022 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and TERRA NOVA PLANNING AND RESEARCH INC., a Corporation ("Contracting Party").

RECITALS

WHEREAS, on or about September 9, 2019, the City and Contracting Party entered into an Agreement to provide on-call planning services for the City. The term of the Agreement expires on June 30, 2022; and

WHEREAS, on June 16, 2020, the City and Contracting Party executed Amendment No. 1, to include additional services relating to preparing an update to the Housing, Land Use, and Safety Elements of the General Plan, and increased the Contract Sum by an additional \$69,975 per year for fiscal years 2020/21 and 2021/22; and

WHEREAS, on or about June 1, 2021, the City and Contracting Party amended the not to exceed compensation amount by \$10,000 for fiscal year 2020/21 due to an increase in workload for complex entitlement projects that required more processing time, and amended Section 2.1 Contract Sum to reflect this change; and

WHEREAS, the City and Contracting Party mutually agree to extend the contract by two years (Extended Term) and increase the not to exceed compensation amount by \$30,000 over the Extended Term, for fiscal years 2022/23 and 2023/24, due to an increase in workload for planning entitlement applications and associated environmental documentation, and amend Section 2.1 Contract Sum to reflect this change.

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

AMENDMENT

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2.1 Contract Sum is amended to read as follows:

For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in a total amount not to exceed Four Hundred Thirty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$439,975.00) for the life of the Agreement, which includes Ninety Thousand Dollars (\$90,000.00) per year for the Extended Term covering Fiscal Years 2022/23 and 2023/24 ("Contract Sum"), except as provided in Section 1.7.

In all other respects, the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 3 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA a California municipal corporation

JON MCMILLEN, City Manager
City of La Quinta, California

Dated: _____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

**CONSULTANT: TERRA NOVA PLANNING & RESEARCH, INC.
[Corporation]**

By: _____

Name: Nicole Sauviat Criste

Title: Principal

Exhibit A

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 as noted in detail below per fiscal year and service types, for a total not to exceed amount of \$439,975 ("Contract Sum") for the life of the Agreement encompassing the initial and any extended terms.

The Contract Sum shall be paid to Contracting Party 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>	<u>Not to Exceed:</u>
----------------------	-----------------------

FY 2019/20 On-Call Planning Services	\$60,000
FY 2020/21 On-Call Planning Services	\$70,000
FY 2021/22 On-Call Planning Services	\$60,000
FY 2020/21 & 2021/22 General Plan Update	\$69,975

Initial Term Total: \$259,975

<u>Optional 2-Year Term Extension:</u>	<u>Not to Exceed:</u>
--	-----------------------

FY 2022/23 On-Call Planning Services	\$90,000
FY 2023/24 On-Call Planning Services	\$90,000

Extended Term Total: \$180,000

Total Not to Exceed: \$439,975

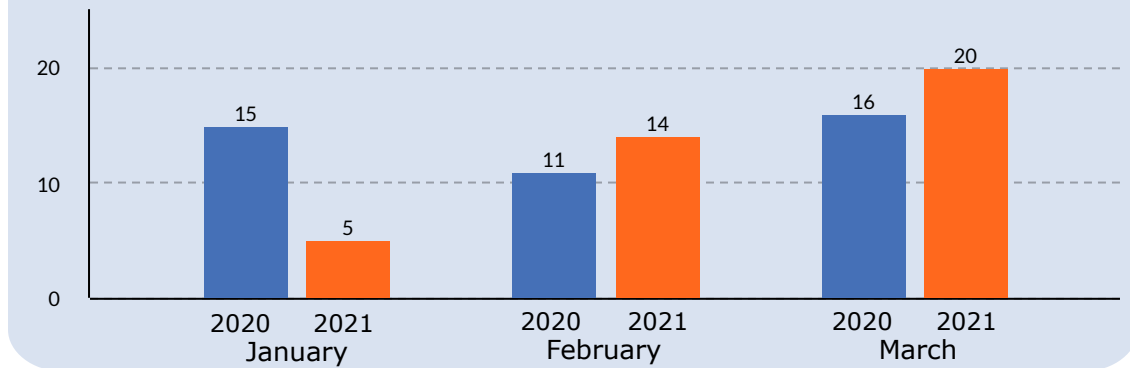
PLANNING

The Planning Division administers the zoning and development standards and works with residential/commercial developers, architects, builders, and businesses to ensure development is consistent with the La Quinta Zoning Code and General Plan. Planning staff coordinates with Planning Commission, which primary function is to develop and maintain the City's General Plan, consider development applications, as well as to serve as an advisory body to the City Council.

Planning Permits

Includes sign permits, temporary use, minor use, landscaping plans.

Planning Permit/Project Applications Submitted



Planning Approvals

Planning Commission

- Recommended City Council approval of the Jefferson Apartments project, a forty unit residential apartment project on the southeast corner of Jefferson Street and Palm Circle Drive
- Approved a Conditional Use Permit for an AT&T monopalm wireless telecommunication facility within the existing Extra Space Storage facility
- Recommended City Council approval of Pavilion Palms commercial development project located at northwest corner of Jefferson Street and Avenue 50

Planning Staff

- Approved a Modification by Applicant for a new entrance for Grocery Outlet at the corner of Washington Street and Calle Tampico
- Approved a Modification by Applicant for exterior paint change at existing Home Depot
- Approved a Special Event Permit for the American Express private golf tournament at PGA West
- Approved Minor Use Permits for model home complexes at Griffin Ranch, Carmela, and Signature at PGA West Residential developments
- Approved Final Landscape Plans for SilverRock Montage Meeting and Conference Center and SilverRock Golf Clubhouse
- Approved Tentative Parcel Map to subdivide the 1.88-acre parcel into two (2) parcels within the Madison Club residential development
- Approved a Final Landscape Plan for the Silverrock Pendry Hotel
- Approved a Minor Adjustment to allow for a 10% increase in maximum height for a patio cover for an existing single-family home
- Approved a Minor Adjustment to increase the allowable bedroom square footage by 10% for an existing single-family home
- Approved a Temporary Use Permit to allow for a temporary relocatable trailer on Calle Cadiz for a private artwork studio within the Village Commercial zone.



Left: Starbucks at Northwest Corner of Calle Tampico and Washington



Above: New 2,800 sq ft Drive-thru Starbucks



Right: Starbucks Outdoor Patio Dining



Above: RD RNNR Outdoor Patio Modification by Applicant

Below: RD RNNR Al Fresco Dining

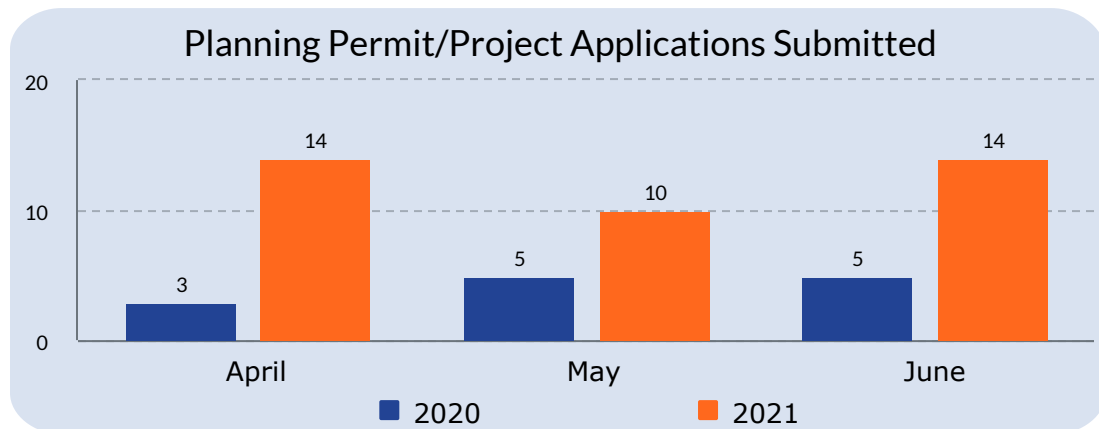


PLANNING

The Planning Division administers the zoning and development standards and works with residential/commercial developers, architects, builders, and businesses to ensure development is consistent with the La Quinta Zoning Code and General Plan. Planning staff coordinates with Planning Commission, whose primary function is to develop and maintain the City's General Plan, consider development applications, as well as to serve as an advisory body to the City Council.

Planning Permits

Includes sign permits, temporary use, minor use, landscaping plans.



Planning Approvals

Planning Staff Approvals

- Modification by Applicant to revise architectural elevations for Centre at La Quinta residential development
- Modification by Applicant to update architectural plans for the existing Stone Creek residential development located south of Avenue 58, east of Lake Cahuilla
- Site Development Permit for an expansion to the existing Extra Space Storage facility located along Adams Street, north of Highway 111
- Special Event Permit for a used oil and oil filter exchange event at AutoZone
- Final Landscape Plan for Signature at PGA West single-family residential front yard typicals
- Modification by Applicant and Minor Adjustment for architectural changes and 10% adjustment to side, front, and rear yard setbacks for Coral Mountain at PGA West
- Modification by Applicant to allow for repainting of the exterior of the existing In-N-Out on Hwy 111
- Minor Adjustment for a 10% rear yard setback adjustment for a single-family home at 54050 Avenida Mendoza
- Sign Program Amendment to facilitate signage for the new Grocery Outlet located on the northwest corner of Calle Tampico and Washington Street
- Minor Use Permit for a recycling center facility located in the existing Costco shopping center parking lot
- Minor Use Permit for a Veterinary Clinic inside tenant space in the existing Walmart
- Minor Adjustment for a 10% adjustment to increase the maximum height for a retaining wall at 52920 Latrobe Lane
- Modification by Applicant and Final Landscape Plan for existing Carmela Residential development to modify the plant palette for front yard landscaping
- Modification by Applicant for storefront and loading dock changes at an existing commercial building at 78945 Highway 111
- Minor adjustment for a 10% adjustment to the front yard setback for a guesthouse located at 44870 Via Mirabel

PLANNING

The Planning Division administers the zoning and development standards and works with residential and commercial developers, architects, builders, and businesses to ensure that development is consistent with the La Quinta Zoning Code and General Plan. Planning staff coordinates with the Planning Commission, which primary function is to develop and maintain the City's General Plan, consider development applications, as well as to serve as an advisory body to the City Council.

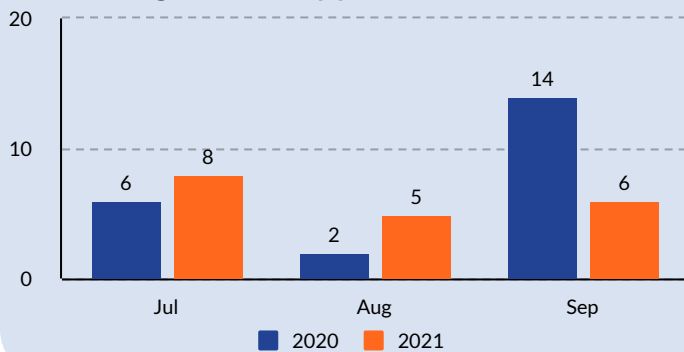
Permits

Includes signs, temporary use, minor use, and landscaping plans.

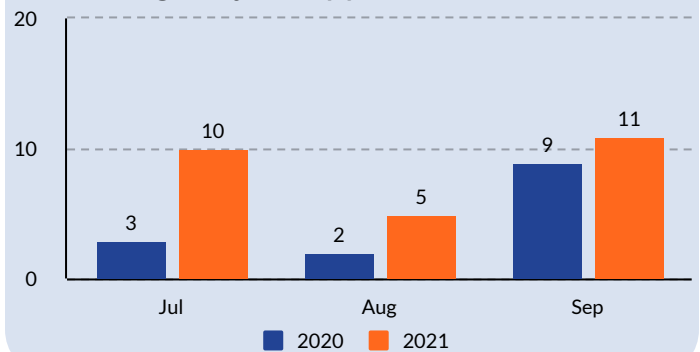
Projects

Includes zoning changes, tract maps, site developments, and parcel maps.

Planning Permit Applications Submitted



Planning Project Applications Submitted



Planning Approvals

Planning Staff

- Minor Use Permits for cell tower modifications at 78136 Francis Hack Lane, 78788 Highway 111, and 79120 Corporate Centre Drive
- Final Landscape Plan for landscaping on Adams Street for the Centre project
- A 10% adjustment to a front and exterior yard setback for a new patio cover at 53535 Avenida Herrera
- Modification by Applicant for new architectural elevations within the Centre Residential Development
- Minor Use Permit for a Sales and Design Center within Andalusia
- Sign Program Amendment for new signage for existing Stater Brothers
- Minor Adjustment for a 10% adjustment to setbacks and garage dimensions for a new garage at 51735 Avenida Herrera
- Minor Use Permit for a model site with sales office within Stone Creek development
- Final Landscape Plan for new Pickleball courts at the La Quinta Country Club
- Minor Adjustment for multiple lots within Stone Creek Ranch to decrease front yard setbacks
- Final Landscape Plans for front yard typicals within Andalusia Country Club and Cantera.

Planning Commission

- Site Development Permit amendment for design changes for the condominium portion of the Signature at PGA West Project
- Site Development Permit for The Peak Project, a three story mixed use project within the Village that consists of commercial on the ground floor and eight (8) residential units above
- Tentative Tract Map to create a condominium map for an existing building at 47120 Dune Palms Road
- Tentative Tract Map for the Pendry Bungalows map, within the Talus development, for 10 residential lots

New Businesses at La Quinta Village Shopping Center



BASIL THAI
50855 Washington Street

LOS ARCOS
50855 Washington Street



GROCERY OUTLET
50929 Washington Street

PLANNING

The Planning Division administers the zoning and development standards and works with residential and commercial developers, architects, builders, and businesses to ensure that development is consistent with the La Quinta Zoning Code and General Plan. Planning staff coordinates with the Planning Commission, which primary function is to develop and maintain the City's General Plan, consider development applications, as well as to serve as an advisory body to the City Council.

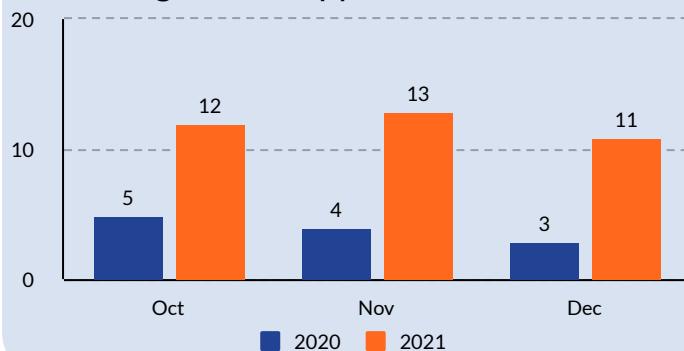
Permits

Includes signs, temporary use, minor use, and landscaping plans.

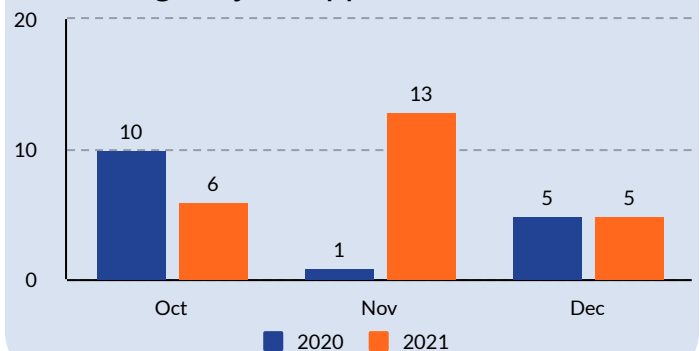
Projects

Includes zoning changes, tract maps, site developments, and parcel maps.

Planning Permit Applications Submitted



Planning Project Applications Submitted



Planning Approvals

Planning Staff

- Modification by Applicant to allow for solar roof tiles at the Floresta residential development.
- Sign Program Amendment to allow for a new sign for VetIQ at the Walmart building.
- Special Event Permits for Alpha Win Duathlon, La Quinta High School Homecoming Parade, La Quinta Art Celebration, 2021 Ironman, TED Women's Conference at La Quinta Resort, and the American Express Golf Tour Event.
- Minor Use Permit for the Cantera residential development for a sales office and model home complex.
- Certificate of Compliance for Andalusia residential community to certify compliance with the subdivision map act and City municipal code.
- Modification by Applicant to allow for an exterior paint change at Jefferson Square commercial center.
- Christmas Tree lot at Lowes via Temporary Use Permit.
- Modification by Applicant to allow for architectural changes and a Minor Adjustment to setbacks to complete the Capistrano residential development.
- Final Landscape Plan to approve landscaping along Adams street, along the Centre at La Quinta project.
- Sign Program Amendment to the former Sam's Club program to allow for new indoor storage business signage.
- Minor use Permit to allow for a collocation at a Wireless Telecommunication facility.
- Minor revision to an approved Final Landscape Plan for the Alta Verde residential development.

Planning Commission

- On October 26, 2021, Planning Commission approved of a new 4,335 square foot drive through Panera located within the 111 Shopping Center

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH ERIC NELSON DBA RASA FOR ON-CALL MAP CHECKING SERVICES

RECOMMENDATION

Approve Amendment No. 3 to Agreement for Contract Services with Eric Nelson dba RASA for on-call map checking services, for a total not to exceed amount of \$48,000 for fiscal year 2021/22; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- Subdivision Tract and Parcel Maps, legal descriptions and plats for lot line adjustments and parcel mergers must be reviewed by a licensed Land Surveyor for compliance with the Subdivision Map Act, and the Land Surveyor’s Act.
- In 2017 Staff solicited proposals for on-call map checking services from qualified firms; RASA was selected as the best qualified firm and a three-year agreement was executed, ending on June 30, 2020.
- In 2019 Council approved Amendment No. 1 to extend the contract term through June 30, 2022.
- In 2021 Council approved Amendment No. 2 to increase the not to exceed contract amount for fiscal year 2020/2021 to \$48,000.
- Submittals of maps, lot line adjustments, and parcel mergers have continued to increase in fiscal year 2021/22; Amendment No. 3 requests to increase the not to exceed contract amount for fiscal year 2021/22 from \$40,000 to \$48,000 due to the increased permit activity.

FISCAL IMPACT

Funds are available in the 2021/22 Public Works Map / Plan Checking account (101-7002-60183) and in the Consultants account for these services (101-7002-60104).

	FISCAL YEAR	ANNUAL COMPENSATION
Contract Services Agreement	2017-2018	\$40,000
	2018-2019	\$40,000
	2019-2020	\$40,000
Amendment No. 1	2020-2021	\$40,000

	2021-2022	\$40,000
Amendment No. 2	2020-2021	\$8,000
Amendment No. 3	2021-2022	\$8,000
TOTAL CONTRACT COMPENSATION:		\$216,000

BACKGROUND/ANALYSIS

In September 2017, the City received ten proposals in response to the on-call map checking services request for proposals. Staff reviewed the proposals and RASA was selected as the qualified firm; and a three-year Agreement for Contract Services was executed through June 30, 2020.

On December 3, 2019, Council approved Amendment No. 1 to the agreement, extending the term with two additional years, through June 30, 2022, and related additional compensation at \$40,000 per fiscal year.

On June 1, 2021, Council approved Amendment No. 2 to the agreement, increasing the not to exceed contract amount to \$48,000 for fiscal year 2020/2021.

On-call map checking services including lot line adjustments and parcel mergers have utilized most of the existing contract authority for fiscal year 2021/22. Additional contract authority in the amount of \$8,000 is needed for a total "not to exceed" contract amount for 2021/22 of \$48,000. The monthly invoices would be tracked to ensure that the \$48,000 annual budget for these services is not exceeded.

ALTERNATIVES

Council could elect not to approve the amendment.

Prepared by: Amy Yu, Associate Engineer

Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachment: 1. Amendment No. 3 with RASA

**AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH
ERIC NELSON DBA RASA**

This Amendment No. 3 ("Amendment No. 3") to Agreement for Contract Services ("Agreement") with Eric Nelson dba RASA is made and entered into as of the 17th day of May 2022 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Eric Nelson DBA RASA ("Contracting Party").

RECITALS

WHEREAS, on or about November 1, 2017, the City and Contracting Party entered into a three-year Agreement to provide on-call map checking services; and

WHEREAS, the City and Contracting Party executed Amendment No. 1, to extend the Term of the Agreement through June 30, 2022, and allocate additional not to exceed compensation of \$40,000 per fiscal year; and

WHEREAS, the City and Contracting Party executed Amendment No. 2, to increase the not to exceed compensation amount by \$8,000 for fiscal year 2020/2021, and amend Section 2.1 Contract Sum to reflect this change; and

WHEREAS, the City and Contracting Party mutually agree to increase the not to exceed compensation amount by \$8,000 for fiscal year 2021/2022 due to an increase in permit activity, and amend Section 2.1 Contract Sum to reflect this change.

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

AMENDMENT NO. 3

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2.1 – Contract Sum is amended to read as follows:

For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in an amount not to exceed Forty-Eight Thousand Dollars **(\$48,000)** for fiscal year 2021/22; all other fiscal years shall not exceed Forty Thousand Dollars **(\$40,000)**; and, for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7.

2. "Exhibit B" – Schedule of Compensation is amended as listed in "Exhibit B", attached hereto and incorporated by this reference.

In all other respects, the Original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 3 to the Agreement for Contract Services on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation

ERIC NELSON dba RASA

Jon McMillen, City Manager
City of La Quinta, California

Eric A. Nelson, Principal

Dated: _____

Dated: _____

ATTEST:

Monika Radeva, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

William H. Ihrke, City Attorney
City of La Quinta, California

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 Sixty Thousand Dollars **(\$48,000)** for fiscal year 2021/22, all other fiscal years shall not exceed Forty Thousand Dollars **(\$40,000)**; and, for the life of the agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party 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 (FY 2017/18):	\$40,000
"Not to exceed" Year 2 (FY 2018/19):	\$40,000
"Not to exceed" Year 3 (FY 2019/20):	\$40,000
	<u>Extended Term:</u>
"Not to exceed" Year 4 (FY 2020/21):	\$48,000
"Not to exceed" Year 5 (FY 2021/22):	\$48,000

Map Check Compensation

Map check payment shall be made in full at the following "fixed fee" rates as specified for Tract Maps and Parcel Maps:

Tract Maps

\$2,000.00 base fee plus \$30.00 per lot
(Including both lettered and numbered lots)

Parcel Maps

\$1,800.00 base fee plus \$300.00 per parcel
(Including both lettered and number lots)

Lot Line Adjustment

\$900.00 base fee plus \$150.00 fee per line adjusted

Parcel Mergers

\$900.00 for two merging parcels plus \$450.00 for each additional parcel

Miscellaneous projects, research and reports

\$145.00 per hour

This rate shall be compensation for up to three (3) map checks. Payment for additional map checks after the third check shall be 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 map check (after the third check) 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 map checks shall be distributed at the following schedule:

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

The Contracting Party shall be compensated upon the completion of each map 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 Contracting Party shall be compensated based on the last completed map check. If the map check process is completed prior to the third map check, 100% of the map check fee will be paid upon completion of the final map check.

Contracting Party may be requested to provide additional map checks after the third check.

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

Contracting Party also may be requested to provide supplemental map checking, general map consulting services for specific projects for the City or other tasks.

Payment shall be made in full at an hourly rate of:

\$145.00 per hour – no overtime, travel time, expenses or other administrative charges will be allowable over and above the stated hourly rate schedule

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES WITH MERCHANTS BUILDING MAINTENANCE, LLC FOR CITYWIDE JANITORIAL SERVICES

RECOMMENDATION

Approve Amendment No. 4 to Agreement for Contract Services with Merchants Building Maintenance, LLC for janitorial services, in the amount of \$208,599; and authorize the City Manager to execute the Amendment.

EXECUTIVE SUMMARY

- On June 5, 2018, Council approved a Agreement for Contract Services with Merchants Building Maintenance, LLC. (Merchants) for janitorial services.
- The contract expires on June 30, 2022; however, the term allows for four additional one-year extensions.
- Amendment No. 4 (Attachment 1) includes additional services.

FISCAL IMPACT

The total cost for 2022/23 would be \$208,599, a 7% or \$13,968 increase; the annual cost is allocated between the General Fund, Library, and Museum as follows:

	2018/19	2019/20	2020/21	2021/22	2022/23
General Fund (101-3008-60115)	\$ 121,816	\$ 135,607	\$ 133,314	\$ 153,304	\$ 164,108
Library (202-3004-60115)	\$ 29,646	\$ 31,733	\$ 30,459	\$ 32,527	\$ 34,130
Museum (202-3006-60115)	\$ 7,909	\$ 8,376	\$ 8,201	\$ 8,800	\$ 10,361
TOTAL	\$ 159,371	\$ 175,716	\$ 171,974	\$ 194,631	\$208,599

BACKGROUND/ANALYSIS

On June 5, 2018, Council awarded the citywide janitorial services contract to Merchants. The contract allows for four one-year extensions.

In May 2019, Council approved Amendment No. 1 for a one-year extension to year-round janitorial services and included additional services for the Fritz Burns pool building, bi-monthly window cleaning at the Wellness Center, and State mandated prevailing wage increase of \$8,759. This amendment resulted in an overall contract increase of \$16,345 from the prior fiscal year.

In May 2020, Council approved Amendment No. 2 for a one-year extension to year-round janitorial services. This amendment included additional services for the Cove Restroom and State mandated prevailing wage increase of \$11,600. To limit contact during the COVID-19 Pandemic, nightly spot vacuum was removed from the schedule, and dusting of desks, chairs, tables, and other office furniture and equipment was amended to take place weekly. This resulted in an overall contract reduction of \$3,742, or 2%, from the prior fiscal year.

In June 2021, Council approved Amendment No. 3 for a one-year extension for year-round janitorial services with the addition of the Civic Center Park restrooms, the SilverRock event site restrooms, the SilverRock event site building in the amount of \$9,828, and State mandated minimum wage increase in the amount of \$12,829. This resulted in an overall contract increase of \$22,657, or 13%, from FY 2020/21.

Amendment No. 4 would include a one-year extension for year-round janitorial services with the addition of year-round service for the Cove restroom, Civic Center Park restrooms, the SilverRock event site restrooms, and as-needed service for the SilverRock event site building. This increases the contract cost by \$13,968, or 7%, from FY 2021/22.

Based on Merchants performance, staff recommends extending the contract for 2022/23.

ALTERNATIVES

Council may elect not to approve the amendment and direct staff to re-advertise for citywide janitorial services.

Prepared by: Alfred Berumen, Management Analyst

Approved by: Tony Ulloa, Deputy Director

Attachment: 1. Amendment No. 4 to Contract Services Agreement

**AMENDMENT NO. 4 TO CONTRACT SERVICES AGREEMENT
WITH MERCHANTS BUILDING MAINTENANCE, LLC**

This Amendment No. 4 ("Amendment No. 4") to Contract Services Agreement ("Agreement") is made and entered into as of the 1st day of July 2022 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Merchants Building Maintenance, a Janitorial Service ("Contracting Party").

RECITALS

WHEREAS, on or about July 1, 2018, the City and Contracting Party entered into an Agreement to provide janitorial services for City facilities, for a total not to exceed amount of \$159,371. The term of the Agreement expired on June 30, 2019; and

WHEREAS, the City and Contracting Party executed Amendment No. 1 and mutually agreed to extend the term of the Agreement for one additional year, from July 1, 2019 to June 30, 2020 ("Extended Term"), and amend the scope of services to include year-round maintenance of the Fritz Burns Pool building and bi-weekly window cleaning of the Wellness Center, for additional annual compensation of \$175,716, which includes a State mandated prevailing wage increase of \$8,759 ($\$159,371 + \$7,586 + \$8,759 = \$175,716$); and

WHEREAS, the City and Contracting Party mutually agree to amend Section 1.1 – Scope of Services to include year-round maintenance of the Cove Restroom for additional annual compensation of \$4,602 pursuant to Section 2.3 Compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum; and

WHEREAS, the City and Contracting Party executed Amendment No. 2 and mutually agreed to extend the term of the Agreement for one additional year in accordance with Section 3.4 – Term, from July 1, 2020 to June 30, 2021 ("Extended Term"), and increase Section 2.1 Contract Sum to a total not to exceed amount of \$507,061, adding an annual compensation for FY 2020/21 of \$171,974, which included a State mandated prevailing wage increase of \$11,600 ($\$160,374 + \$11,600 = \$171,974$); and

WHEREAS, the City and Contracting Party mutually agree to extend the term of the Agreement for one additional year, from July 1, 2021 to June 30, 2022 ("Extended Term"), and amend the scope of services to include year-

round maintenance of the Silver Rock Event site restrooms and the Modular Events Building and year-round maintenance of the Civic Center restrooms, for additional annual compensation of \$181,802 which includes a State mandated minimum wage increase of \$12,829 (\$171,974 + \$9,828 + \$12,829 = \$194,631); and

WHEREAS, the City and Contracting Party mutually agree to extend the term of the Agreement for one additional year, from July 1, 2022 to June 30, 2023 ("Extended Term"), and amend the scope of services to include year-round maintenance of the Silver Rock Event site restrooms, and the Modular Events Building, year-round maintenance of the Civic Center restrooms, year-round maintenance of the Cove restroom for additional annual compensation of \$208,599; and

WHEREAS, Section 2.1 - Contract Sum shall be amended by an additional \$208,599 to include compensation for the additional service listed above, for a total not to exceed amount of \$910,291.

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

AMENDMENT

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1.1; Scope of Services is amended pursuant to the attached "Exhibit A," incorporated herewith by this reference.
2. Section 2.1; Contract Sum is amended by an additional \$208,599 for a total not to exceed amount of \$910,291 as listed in revised "Exhibit B," attached hereto, and incorporated herewith by this reference.

Initial term (July 1, 2018 – June 30, 2019)	\$159,371
Extended Term (July 1, 2019 – June 30, 2020)	\$175,716
Extended Term (July 1, 2019 – June 30, 2020)	\$171,974
Extended Term (July 1, 2021 – June 30, 2022)	\$194,631
<u>Extended Term (July 1, 2022 – June 30, 2023)</u>	<u>\$208,599</u>
Total not to exceed amount:	\$910,291

3. Section 3.4; Term, is extended for one additional year from July 1, 2022, to June 30, 2023 ("Extended Term"), unless earlier terminated in accordance with Sections 8.8 or 8.9 of the Agreement.

In all other respects, the Original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 4 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA,
a California municipal corporation

**MERCHANTS BUILDING
MAINTENANCE, LLC**

JON MCMILLEN, City Manager
City of La Quinta, California

Angel Meza, Regional Vice President

Dated: _____

Dated: _____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A
Scope of Services

Section 1.1 Scope of Services is amended to include additional services.

Additional Services

- Civic Center Park Restrooms – Year-round maintenance of restrooms
- Cove Restroom – Year-round maintenance
- Silver Rock Event Site Restrooms – Year-round maintenance of restrooms
- Silver Rock Event Site Building – As needed cleaning schedule

Exhibit B
Schedule of Compensation

With the exception of compensation, Additional Services provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Amendment No. 4 in Fiscal Year 2022/2023 is Two Hundred Eight Thousand, Five Hundred and Ninety-nine Dollars (\$208,599) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in conformance with Section 2.2 of the Agreement.

Exhibit B
Schedule of Compensation



ITEM NO.	LOCATION	SQUARE FOOTGAGE	TIMES PER WEEK	2022-2023	
				Average Monthly	Yearly
1a	City Hall	48,400	5	\$ 5,747.52	\$ 68,970.23
1b	City Hall - Patios	16,240	1	\$ 47.21	\$ 566.49
1c	City Hall - Emergency Operations Center	3,100	1	\$ 188.80	\$ 2,265.63
2a	Library Book & Office Areas	16,000	7	\$ 2,564.20	\$ 30,770.36
2b	Library Classroom & Community Room with Kitchen	2,000	7	\$ 279.94	\$ 3,359.33
3a	Wellness Center	16,240	7	\$ 2,727.83	\$ 32,733.90
3c	Wellness Center Patios	16,240	1	\$ 97.72	\$ 1,172.59
4a	Museum	8,000	5	\$ 885.93	\$ 10,631.13
5	Public Works Yard (Offices & Restrooms)	1,900	5	\$ 400.17	\$ 4,802.07
6	Sports Complex	860	6	\$ 687.71	\$ 8,252.56
7	Fitz Burns Park Restrooms	400	7	\$ 437.02	\$ 5,244.24
8a	Colonel Mitchell Paige Restrooms (Sept 1-June 1)	125	5	\$ 335.69	\$ 1,007.06
8b	Colonel Mitchell Paige Restrooms (Sept 1-November 30)	125	6	\$ 386.50	\$ 3,478.60
9a	La Quinta Park Restrooms	125	7	\$ 454.18	\$ 5,450.22
9b	La Quinta Park, New Restrooms	125	7	\$ 454.06	\$ 5,448.73
10a	Fritz Burns Pool Restroom & Offices	990	6	\$ 678.19	\$ 8,138.28
12a	La Quinta Cove area Restrooms	400	7	\$ 435.20	\$ 5,222.41
13a	OUTSIDE LIBRARY RESTROOM	400	7	\$ 435.20	\$ 5,222.41
14a	SILVER ROCK RESTROOMS	400	7	\$ 435.20	\$ 5,222.41
2c	LIBRARY OUTSIDE RESTROOM		N/A	\$ 46.38	Reimbursed by Renters
3b	WELLNESS CTR MULTIPURPOSE AREA		N/A	\$ 224.66	Reimbursed by Renters
4b	MUSEUM MEETING ROOM		N/A	\$ 111.68	Reimbursed by Renters
9c	LA QUINTA PARK SNACK BAR - August		NA	\$ 320.08	\$ 320.08
11a	Spots Complex Snack Bar/Annual Super Cleaning-August		N/A	\$ 320.08	\$ 320.08
15a	Silver Rock Events - Extra		N/A		Reimbursed by Renters
TOTAL:		132,890		\$17,678.27	\$208,598.71
				2022 Year	\$ 194,630.96
				Increase	\$13,967.75
				Percentage	7.18

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: AFFIRM RESOLUTION NO. 2021-035 FINDINGS RELATED TO THE STATE OF EMERGENCY DUE TO COVID-19 AUTHORIZING THE CITY MANAGER TO CONTINUE TO IMPLEMENT TELECONFERENCE ACCESSIBILITY TO CONDUCT PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)

RECOMMENDATION

Affirm Resolution No. 2021-035 findings related to the state of emergency due to COVID-19 authorizing the City Manager to continue to implement teleconference accessibility to conduct public meetings pursuant to Assembly Bill 361 (Stats. 2021, Ch. 165).

EXECUTIVE SUMMARY

- Pursuant to Assembly Bill 361 (Stats. 2021, Ch. 165) (AB 361), which waived certain provisions of the Ralph M. Brown Act (Brown Act) and authorized local agencies to hold public meetings via teleconferencing whenever a state of emergency exists that makes it unsafe to meet in person, Council must reconsider the circumstances of the state of emergency every 30 days and affirm the required findings in order to continue to allow teleconference accessibility for public meetings.
- On September 28, 2021, Council adopted Resolution No. 2021-035 (Attachment 1) making the required findings under AB 361 and authorizing the City Manager to implement teleconference accessibility to conduct public meetings.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

AB 361 was signed into law by the Governor on September 16, 2021, which went into effect immediately as urgency legislation (codified under Government Code § 54953) and waived certain provisions of the Brown Act in order to allow local agencies to continue to meet remotely. Specifically, the bill allows remote teleconference flexibility, but only when there is a state of emergency that makes it unsafe to meet in person.

In addition, AB 361 added specific procedures and clarified the requirements for conducting remote meetings, including the opportunity for the public to provide public comment in real time; the legislative body shall take no actions during disruptions; and the legislative body, by majority vote, shall determine that meeting in person would present imminent risk to the health or safety of attendees and shall affirm these findings every 30 days, in order to continue to allow teleconference accessibility for conducting public meetings [Government Code § 54953(e)(3)]. AB 361 will sunset on January 1, 2024.

The City has implemented procedures for conducting public meetings to ensure full compliance with AB 361. In addition to the ability to attend public meetings in-person, teleconference accessibility via call-in option or an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting as well as on the City's website. The City monitors attendance via teleconference as well as email correspondence (as published on the agenda) throughout each public meeting and provides access for public comment opportunities in real time both verbally and in writing.

On September 28, 2021, Council adopted Resolution No. 2021-035 making the initially required findings under AB 361 in order to allow the City to continue to offer teleconference accessibility for public meetings after September 30, 2021, to help mitigate the spread of COVID-19.

As noted above, Council must reconsider the state of emergency due to COVID-19 every 30 days and affirm the findings under Resolution No. 2021-035 in order to continue to allow teleconference accessibility for conducting public meetings.

- September 28, 2021 – Resolution No. 2021-035 adopted
- October 19, 2021 – findings affirmed
- November 16, 2021 – findings affirmed
- December 7, 2021 – findings affirmed
- December 21, 2021 – findings affirmed
- January 18, 2022 – findings affirmed
- February 15, 2022 – findings affirmed
- March 15, 2022 – findings affirmed
- April 5, 2022 – findings affirmed
- May 3, 2022 – findings affirmed

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

Attachment: 1. Council Resolution No. 2021-035

RESOLUTION NO. 2021 - 035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCE ACCESSIBILITY FOR CONDUCTING PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)

WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency to exist in California as a result of the threat of novel coronavirus disease 2019 (COVID-19); and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Resolution No. EM 2020-001, proclaiming a local emergency as defined in La Quinta Municipal Code Section 2.20.020, due to the threat of the existence and spread of COVID-19; and

WHEREAS, on March 17, 2020, the Governor of California executed Executive Order N-29-20 which suspended and modified specified provisions in the Ralph M. Brown Act (Government Code Section § 54950 *et seq.*) and authorized local legislative bodies to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public seeking to observe and address the local legislative body; and

WHEREAS, on June 11, 2021, the Governor of California executed Executive Order N-08-21 which extended the provisions of Executive Order N-29-20 concerning teleconference accommodations for public meetings through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed into law Assembly Bill 361 (AB 361, Rivas) (Stats. 2021, ch. 165) amending Government Code § 54953 and providing alternative teleconferencing requirements to conduct public meetings during a proclaimed state of emergency; and

WHEREAS, AB 361 (Stats. 2021, ch. 165) imposes requirements to ensure members of the public are able to attend and participate in public meetings conducted via teleconference, including:

- Notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The legislative body shall take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored;
- Prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for members of the public to address the legislative body and offer comments in real time;
- Prohibits the legislative body from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, the City has already implemented and is in full compliance with the requirements listed above when conducting public meetings via teleconference, which are now codified in Government Code § 54953(e)(2)(B-G); and

WHEREAS, pursuant to Government Code § 54953(e)(B), the legislative body shall hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees. The City Council must make these findings no later than 30 days after the first teleconferenced meeting is held pursuant to AB 361 (Stats. 2021, ch. 165) after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings.

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

SECTION 1. The City Council hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as findings of the City Council.

SECTION 2. The City Council hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, City Boards, Commissions, and Committees, City staff and consultants to meet safely in person.

SECTION 3. The State of California and the City of La Quinta continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of Riverside, as applicable, including facial coverings when required and social distancing.

SECTION 4. The City Council hereby declares that, pursuant to the findings listed in this Resolution, the City Manager is authorized to utilize teleconferencing accessibility to conduct public meetings pursuant to AB 361 (Stats. 2021, ch. 165) and Government Code § 54953, as amended thereby.

SECTION 5. Severability: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 6. Effective Date: This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 28th day of September, 2021, by the following vote:

AYES: Council Members Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans

NOES: None

ABSENT: None

ABSTAIN: None

Resolution No. 2021 – 035
Teleconference Procedures for Conducting Public Meetings Pursuant to AB 361 (Stats. 2021, ch. 165)
Adopted: September 28, 2021
Page 4 of 4



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

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE PLANS, SPECIFICATIONS, ENGINEER’S ESTIMATE, AND ADVERTISE FOR BID THE LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT NO. 2016-03F3, LOCATED AT THE LA QUINTA MARBELLA AND SIERRA DEL REY DEVELOPMENT, ON THE SOUTH SIDE OF MILES AVENUE AND EAST SIDE OF ADAMS STREET

RECOMMENDATION

Approve plans, specifications, engineer’s estimate, and authorize Staff to bid the La Quinta Landscape Renovation Improvements Project No. 2016-03F3, located at the La Quinta Marbella and Sierra Del Rey Development, on the south side of Miles Avenue and east side of Adams Street.

EXECUTIVE SUMMARY

- This sixth phase of the Measure G funded La Quinta Landscape Renovation project is located at the La Quinta Marbella and Sierra Del Rey Development on the south side of Miles Avenue from Adams Street to Bridgette Way; the west side of Adams Street from La Quinta Park to Miles Avenue; and the retention basin located at the southeast corner of Ashely Way and Desert Stream Drive (Attachment 1).
- The project includes:
 - Approximately 106,000 square feet of parkway and retention basin that will be converted to Desert Oasis plant palette;
 - Wall cleaning and painting.

FISCAL IMPACT

The 2020/21 Capital Improvement Program (CIP) allocates \$9,963,148 to Landscape Renovation projects, \$9,043,914 of Measure G Funds, \$426,073 of General Funds, \$479,661 of CVWD reimbursement, and \$13,500 of Arts in Public Places Funds. The following is the project budget:

	Total Budget (All Phases)*	Phase 6.1 – Topaz	Phase 6.2 – Desert Pride	Phase 6.3 – M&SDR
Professional:	\$ 547,258	\$ 20,000	\$ 15,000	\$ 20,000
Design:	\$ 699,212	\$ 86,692	\$ 53,725	\$ 67,345
Inspection/Testing/Survey:	\$ 677,242	\$ 115,000	\$ 63,365	\$ 84,810
Construction:	\$ 6,970,407	\$ 648,851	\$ 1,200,000	\$ 870,000

Contingency:	\$ 1,069,029	\$ 119,457	\$ 120,000	\$ 87,000
Total Budget:	\$ 9,963,148	\$ 990,000	\$1,452,090	\$1,129,155

*Note:

- ✓ Approximately \$3,500,000 is expected to be available for the construction of Landscape Renovation Turf Conversion projects (X-Park and Cactus Flower).

BACKGROUND/ANALYSIS

The 2021/22 CIP prioritizes renovating the parkways in north La Quinta over the next year. These improvements will entail converting turf to the Desert Oasis landscape palette, which uses hardscape textures with minimal planting to create an aesthetically pleasing environment with lower installation, long-term maintenance, and water costs. Wall cleaning/painting completes the renovation effort.

The parkway renovation effort is divided into seven phases. The sixth phase was divided into three sub phases: 1. Topaz 2. Desert Pride and 3. Sierra Del Rey/Marbella. The seventh phase, located at the Cactus Flower Development, is beginning design.

Contingent upon approval to advertise the project for bid on May 17, 2022, the following is the project schedule:

Council Bid Authorization	May 17, 2022
Bid Period	May 18 to June 14, 2022
Council Considers Project Award	June 21, 2022
Execute Contract and Mobilize	June 22 to July 18, 2022
Construction (60 Working Days)	July 2022 to October 2022
Accept Improvements	October 2022

ALTERNATIVES

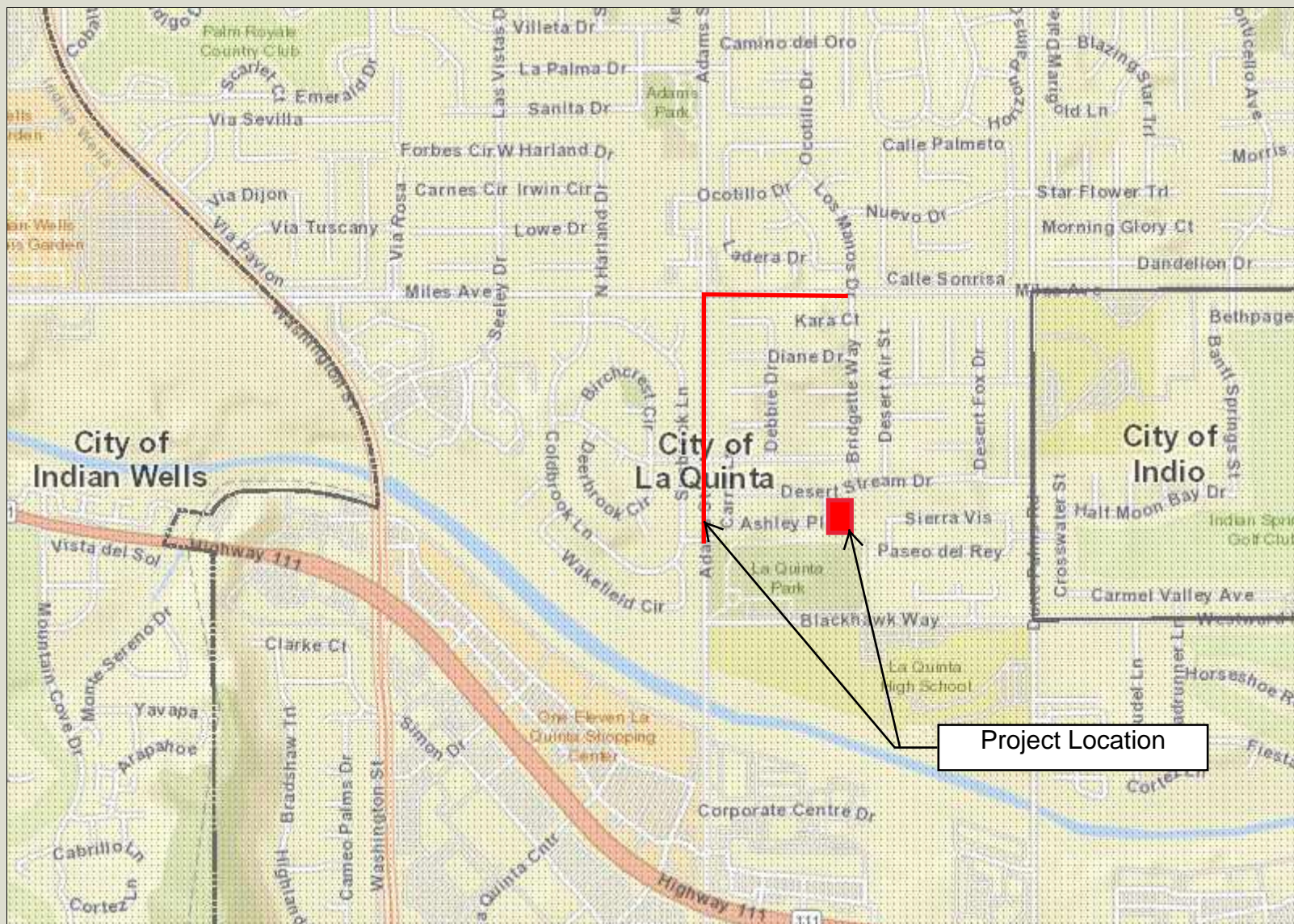
Staff does not recommend an alternative.

Prepared by: Julie Mignogna, Management Analyst
 Approved by: Bryan McKinney, Public Works Director/ City Engineer

Attachment: 1. Vicinity Map

Vicinity Map

Marbella and Sierra Del Rey Landscape Renovation



Legend

- Blueline Streams
- City Areas
- World Street Map

ATTACHMENT 1



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes



REPORT PRINTED ON... 2/22/2022 4:27:26 PM

© Riverside County GIS

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO JACOBSSON ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF THE JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 2017-09

RECOMMENDATION

Award a contract to Jacobsson Engineering Construction, Inc. to construct the Jefferson Street at Avenue 53 Roundabout Project No. 2017-09; and authorize the City Manager to execute the contract and approve future change orders within the project budget amount.

EXECUTIVE SUMMARY

- The Jefferson Street at Avenue 53 Roundabout Project (Project) entails construction of a roundabout at the intersection of Jefferson Street, SilverRock Way and Hideaway entrance (Attachment 1).
- The Project improvements also include drainage, landscape, striping, and lighting enhancements. Additive alternates include slurry seal from Avenue 54 to Avenue 52, and Coachella Valley Water District (CVWD) reimbursable utility adjustments.
- Jacobsson Engineering Construction, Inc. of Palm Desert, California, submitted the lowest responsible and responsive bid at \$2,697,119.06 (Attachment 2). This includes all alternates.

FISCAL IMPACT

The Fiscal Year (FY) 2017/18 and 2021/22 Capital Improvement Program allocates \$2,651,617, of which \$1,146,497 is allocated from Measure A Funding, \$357,500 from SB1 Road Maintenance Funding, \$630,650 from General Funds, \$5,000 from Arts in Public Places Funds, \$430,000 from Transportation Funds, and \$81,970 from Developer Funds. The proposed FY 2022/23 Capital Improvement Program increases the budget \$630,000 of Measure A Funding. The following is the project budget:

	Total Budget
Professional:	\$ 64,300
Design:	\$ 188,375
Inspection/Testing/Survey:	\$ 160,000
Construction:	\$ 2,697,119
City Purchase Light Poles:	\$ 25,013
Contingency:	\$ 146,810
Total Budget:	\$ 3,281,617

***Note:**

- ✓ Staff anticipates that the Fiscal Year 2022/23 will include the additional Measure A funding in the amount of \$630,000
- ✓ Staff anticipates approximately \$6,911 in CVWD turf rebates.

BACKGROUND/ANALYSIS

In 2014, Council approved an agreement with SilverRock Development Company, which requires the City to fund the design and construction of SilverRock Way, a public roadway that will be owned and maintained by the City. In August 2016, the City entered into an Agreement with Michael Baker International to finish designing these improvements. Through the design process it was determined that a roundabout that complimented the Avenue 52 Roundabout would be the ultimate intersection safety measure for the Jefferson/53 intersection, located at the Hideaway entrance.

Work also includes reducing the lanes on Jefferson Street from a 6-lane road to a 4-lane road between Avenue 52 and Avenue 54. This configuration allows for buffered bike and golf cart lanes. Staff recommends awarding the additive alternate for slurry seal to hide striping removal scars and to complete pavement maintenance in the corridor from Avenue 54 to Avenue 52.

On April 14, 2022, staff solicited construction bids from qualified contractors. The City received 2 bids on May 9, 2022. Jacobsson Engineering Construction, Inc. of Palm Desert, California, submitted the lowest responsible and responsive bid at \$2,697,119.06. Granite Construction Company issued a bid protest for Jacobsson Engineering Construction, Inc. Staff deems Jacobsson Engineering Construction, Inc. as responsive pursuant to the California Public Contract Code referenced in Section 1240, 4100, et. seq.; specifically, section 4104.

Contingent upon award of the project on May 17, 2022, the following is the project schedule:

Council Considers Project Award	May 17, 2022
Execute Contract and Mobilize	May 18 to June 13, 2022
Construction (120 Working Days)	June to November 2022
Accept Improvements	December 2022

ALTERNATIVES

Staff does not recommend an alternative.

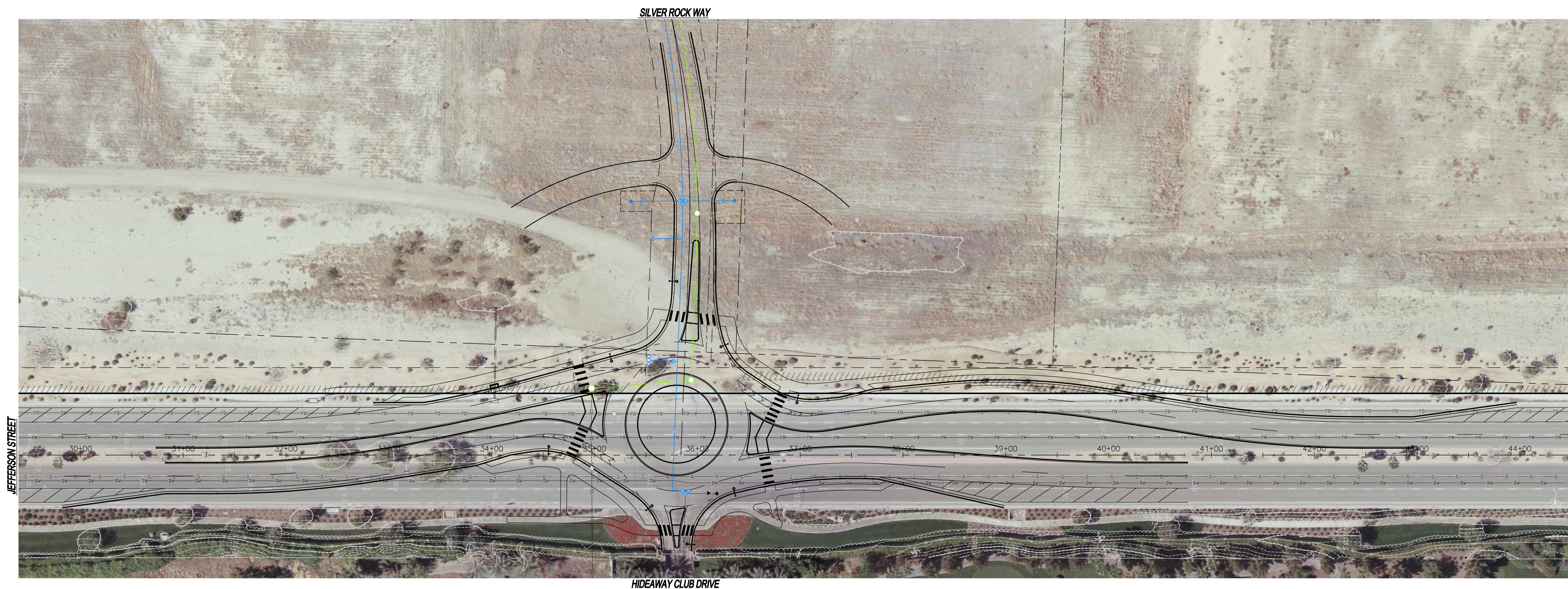
Prepared by: Julie Mignogna, Management Analyst

Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachments:

1. Project Vicinity Map
2. Bid Comparison Summary

[Click Here to Return to Agenda](#)



PREPARED BY:

Michael Baker
INTERNATIONAL

75410 Gerald Ford Drive, Suite 100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM

JEFFERSON STREET ROUNDABOUT
ATTACHMENT 1

FR:\PDA\154966\CAD\LAND\EXHIBITS\ROUNDABOUT\AERIAL-EXHIBIT.DWG - MENACHE, SAMUEL 9/7/2016 10:06 AM

[Click Here to Return to Agenda](#)

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED APRIL 29 AND MAY 6, 2022

RECOMMENDATION

Approve demand registers dated April 29 and May 6, 2022.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	4,056,316.34
Successor Agency of RDA	\$	-
Housing Authority	\$	20,250.40
	\$	<u>4,076,566.74</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for April 29 and May 6, 2022.

Warrants Issued:

207641-207694	\$	952,554.72
207695-207749	\$	2,692,589.47
Voids	\$	(1,762.91)
Wire Transfers	\$	169,066.13
Payroll Tax Transfers	\$	48,582.58
Payroll Direct Deposit	\$	215,536.75
	\$	<u>4,076,566.74</u>

Two checks were voided, and one check was re-issued in the amount listed above due to non-receipt and a check printing error.

The most significant expenditures on the demand registers are:

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff Department	Various	\$ 2,433,385.20	January & February Police Service
Coachella Valley Assoc of Government	TUMF Payable to CVAG	\$ 256,901.00	March TUMF Fees
Coachella Valley Conservation Committee	MSHCP Mitigation Fee	\$ 216,110.02	March MSCHP Fees
Shade Structures, Inc	Parks	\$ 111,339.00	Installation of Two Shade Structures at Monticello Park.
PWLC II, Inc ⁽¹⁾	Landscape Contract & Maintenance/Service	\$ 67,030.38	April City Landscape Maintenance

⁽¹⁾ Payments were made on 4/29/22 & 5/6/22.

Wire Transfers: Eleven transfers totaled \$169,006. Of this amount, \$156,864 was to CALPERS, and \$6,449 was to ICMA. (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate
Maturity	Farmers Insurance Group FCU	CD	\$ 240,000	4/29/22	2.800%
Purchase	United States Government	Treasury	\$ 1,000,000	5/3/22	2.250%
Purchase	United States Government	Treasury	\$ 1,000,000	5/3/22	2.500%
Purchase	United States Government	Treasury	\$ 1,000,000	5/3/22	2.000%

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

- Attachments:
1. Demand Registers
 2. Wire Transfers

Demand Register

Packet: APPKT03117 - 04/29/2022 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
FRANCHISE TAX BOARD	207655	GARNISHMENT	Garnishments Payable	101-0000-20985	221.25
UNITED WAY OF THE DESERT	207687	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
FRANCHISE TAX BOARD	207655	GARNISHMENT	Garnishments Payable	101-0000-20985	221.25
GALLS LLC	207658	04/08/22 - UNIFORMS G.DUCHENE	Uniforms	101-6004-60690	75.30
GALLS LLC	207658	04/12/22 - UNIFORMS K.MEREDITH	Uniforms	101-6004-60690	22.00
GALLS LLC	207658	04/12/22 - UNIFORMS P.VILLANUEVA	Uniforms	101-6004-60690	134.40
GALLS LLC	207658	04/12/22 - UNIFORMS G.DUCHENE	Uniforms	101-6004-60690	152.34
GALLS LLC	207658	04/12/22 - UNIFORMS B.RODRIGUEZ	Uniforms	101-6004-60690	19.04
GALLS LLC	207658	04/12/22 - UNIFORMS K.MEREDITH	Uniforms	101-6004-60690	124.42
SHADES BY DESIGN	207678	04/6/22 - HOME OCCUPATION PERMIT RE...	Over Payments, AR Policy	101-0000-20330	105.00
RESORT HOME DESTINATIONS	207673	04/14/22 - CITATION DISMISSAL LQ200178	Administrative Citations	101-0000-42700	1,000.00
SOUTHWEST AQUATICS INC	207680	04/2022 - LAKE MAINTENANCE SERVIC	Civic Center Lake Maintenance	101-3005-60117	1,350.00
SOUTHWEST AQUATICS INC	207680	04/2022 - LAKE MAINTENANCE SERVICES	SilverRock Lake Maintenance	101-3005-60189	1,350.00
CLAYTON JR., DUANE	207644	04/18/22 - REIMB FOR ICC CERT RENEWAL...	Travel & Training	101-6003-60320	121.00
JERNIGAN'S, INC	207665	02/23/22 - SAFETY BOOTS E.HERNANDEZ	Safety Gear	101-7006-60427	206.61
AMERICAN FOUNDATION FOR ...	207642	04/08/22 - DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	100.00
WILLIAMS, BILLEE	207694	04/15/22 - GENTLE YOGA CLASS	Instructors	101-3002-60107	168.00
CORTEZ, ELISABETH	207649	04/15/22 - YOGA INDOORS CLASS	Instructors	101-3002-60107	56.00
HEWETT, ATSUKO YAMANE	207660	04/15/22 - TAI CHI YANG CLASS	Instructors	101-3002-60107	201.60
RUDY, LORI A	207676	04/15/22 - ESSENTIAL FITNESS DI CLASSES	Instructors	101-3002-60107	16.80
WILLIAMS, BILLEE	207694	04/15/22 - GENTLE YOGA DI CLASSES	Instructors	101-3002-60107	27.30
HEWETT, ATSUKO YAMANE	207660	04/15/22 - TAI CHI YANG CLASS	Instructors	101-3002-60107	5.60
CORTEZ, ELISABETH	207649	04/15/22 - YOGA DI CLASSES	Instructors	101-3002-60107	109.20
RUDY, LORI A	207676	04/18/22 - ESSENTIAL FITNESS CLASS	Instructors	101-3002-60107	84.00
ALLIANT INSURANCE SERVICES ..	207641	04/30/22 - INSURANCE FOR CITY PICNIC	Community Experiences	101-3003-60149	667.00
GALLAGHER BENEFIT SERVICES...	207657	FY 21/22 CLASS AND COMP STUDY SERVIC...	Professional Services	101-1004-60103	5,426.25
THE PRINTING PLACE	207684	04/18/22 - ADMINISTRATIVE CITATION B...	Operating Supplies	101-2001-60420	1,280.04
VINTAGE ASSOCIATES	207692	04/2022 - MONTHLY MAINTENANCE	Landscape Contract	101-3005-60112	48,536.32
DESERT RECREATION DISTRICT	207653	03/2022 - FB POOL OPERATIONS & PROG...	Fritz Burns Pool Programming	101-3003-60184	13,191.06
THE CHAMBER	207683	04/2022 - GEM ADVERTISING	Marketing & Tourism Promoti...	101-3007-60461	6,870.83
SMITH PIPE & SUPPLY CO	207679	04/11/22 - IRRIGATION PARTS	Materials/Supplies	101-3005-60431	174.87
ROBERT HALF	207675	04/08/22 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	847.08
ROBERT HALF	207675	04/15/22 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	627.17
ROBERT HALF	207675	04/15/22 - TEMP AGENCY SERVICE J.AGG...	Temporary Agency Services	101-6004-60125	1,351.60
VINTAGE E & S INC	207693	04/12/22 - CIVIC PARK LIGHT POLE SERVIC...	Maintenance/Services	101-3005-60691	330.16
MACIAS NURSERY, INC.	207668	04/06/22 - PLANTS	Materials/Supplies	101-3005-60431	2,553.68
MACIAS NURSERY, INC.	207668	04/01/22 - PLANTS	Materials/Supplies	101-3005-60431	2,805.27
MACIAS NURSERY, INC.	207668	03/31/22 - PLANTS	Materials/Supplies	101-3005-60431	2,088.73
PWLC II, INC	207671	04/2022 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,304.54
VERIZON WIRELESS	207691	03/14-04/13/22 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	46.53
DEPARTMENT OF ANIMAL SER...	207652	03/2022 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	17,184.10
KADILE, PETER M.	207666	04/06/22 - PERFORMACNE AT SRR PARK	Community Special Events	101-1001-60137	1,000.00
MMASC	207669	04/07/22 - MMASC MEMBERSHIP RENEW...	Membership Dues	101-1002-60351	90.00
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water - Utilities	101-2002-61200	782.67
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water -Monticello Park - Utiliti...	101-3005-61201	955.12
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	139.03
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	29.39
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water -Community Park - Utiliti...	101-3005-61209	158.51
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water - Utilities	101-3008-61200	96.40
INTERWEST CONSULTING GR...	207664	02/2022 - ONCALL BLDG PLAN REVIEW & ...	Plan Checks	101-6003-60118	6,031.25
SUNLINE TRANSIT AGENCY	207681	03/2022 - SUNLINE BUS PASSES	Due to SunLine	101-0000-20305	264.50
SUNLINE TRANSIT AGENCY	207681	03/2022 - SUNLINE BUS PASSES	Miscellaneous Revenue	101-0000-42301	-13.75
COACHELLA VALLEY CONSERV...	207646	03/2022 - MSCHP FEES	MSHCP Mitigation Fee	101-0000-20310	218,292.95

Click Here to Return to Agenda

Demand Register

Packet: APPKT03117 - 04/29/2022 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
COACHELLA VALLEY CONSERV...	207646	03/2022 - MSCHP FEES	CVMSHCP Admin Fee	101-0000-43631	-2,182.93
HOME DEPOT CREDIT SERVICES	207661	03/16/22 - LIGHT BULBS FOR FS #93	Fire Station	101-2002-60670	227.46
HOME DEPOT CREDIT SERVICES	207661	03/16/22 - FAUCET CONNECTOR PARTS F...	Maintenance/Services	101-2002-60691	50.55
HOME DEPOT CREDIT SERVICES	207661	03/18/22 - EVENT SUPPLIES	Community Experiences	101-3003-60149	17.36
HOME DEPOT CREDIT SERVICES	207661	03/17/22 - MATERIALS	Materials/Supplies	101-3005-60431	242.69
HOME DEPOT CREDIT SERVICES	207661	03/15/22 - BOLTS & WASHERS (12)	Materials/Supplies	101-3005-60431	12.66
HOME DEPOT CREDIT SERVICES	207661	03/15/22 - BRASS FITTINGS	Materials/Supplies	101-3008-60431	18.39
HOME DEPOT CREDIT SERVICES	207661	03/11/22 - FRIDGE FILTER FOR CH	Materials/Supplies	101-3008-60431	43.48
HOME DEPOT CREDIT SERVICES	207661	03/09/22 - PAINT & DRYWALL REPAIR SUP...	Materials/Supplies	101-3008-60431	101.33
HOME DEPOT CREDIT SERVICES	207661	03/08/22 - PAINT FOR WC	Materials/Supplies	101-3008-60431	118.80
HOME DEPOT CREDIT SERVICES	207661	03/14/22 - WATER PRESSURE HOSE	Materials/Supplies	101-3008-60431	116.30
HOME DEPOT CREDIT SERVICES	207661	03/10/22 - KITCHEN FAUCET FOR CH	Materials/Supplies	101-3008-60431	124.37
HOME DEPOT CREDIT SERVICES	207661	03/14/22 - PAINT	Materials/Supplies	101-3008-60431	76.42
HOME DEPOT CREDIT SERVICES	207661	03/17/22 - X-PARK DOOR CLOSER (2)	Materials/Supplies	101-3008-60431	162.93
HOME DEPOT CREDIT SERVICES	207661	03/25/22 - LIGHT BULBS (10)	Materials/Supplies	101-3008-60431	41.30
HOME DEPOT CREDIT SERVICES	207661	03/17/22 - KEY ID TAGS	Materials/Supplies	101-3008-60431	17.33
HOME DEPOT CREDIT SERVICES	207661	03/24/22 - MATERIALS	Materials/Supplies	101-3008-60431	171.79
HOME DEPOT CREDIT SERVICES	207661	03/23/22 - CEILING FAN FOR CH	Materials/Supplies	101-3008-60431	147.90
HOME DEPOT CREDIT SERVICES	207661	03/08/22 - KITCHEN SINK STRAINER & PL...	Materials/Supplies	101-3008-60431	9.44
HOME DEPOT CREDIT SERVICES	207661	03/16/22 - FAUCET CONNECTOR	Materials/Supplies	101-3008-60431	10.17
HOME DEPOT CREDIT SERVICES	207661	03/07/22 - PAINT & PAINT SUPPLIES	Materials/Supplies	101-3008-60431	48.38
HOME DEPOT CREDIT SERVICES	207661	03/08/22 - PAINT & PAINT SUPPLIES	Materials/Supplies	101-3008-60431	65.09
HOME DEPOT CREDIT SERVICES	207661	03/03/22 - PAINT & PAINT SUPPLIES	Materials/Supplies	101-3008-60431	75.45
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - TRACK LIGHTING KITS (2)	Materials/Supplies	101-3008-60431	450.82
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - TRACK LIGHTING KITS (3)	Materials/Supplies	101-3008-60431	611.26
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - RETURN OF POWER POOLS	Tools/Equipment	101-3008-60432	-362.10
HOME DEPOT CREDIT SERVICES	207661	03/08/22 - SAFETY LATCHPOSTS (2)	Operating Supplies	101-7003-60420	33.20
HOME DEPOT CREDIT SERVICES	207661	03/21/22 - SUPPLIES FOR TC TRAILER	Operating Supplies	101-7003-60420	250.28
HOME DEPOT CREDIT SERVICES	207661	03/07/22 - SAFETY LATCHPOSTS (4)	Operating Supplies	101-7003-60420	31.67
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - RETURN OF ABS PIPE	Operating Supplies	101-7003-60420	-57.59
HOME DEPOT CREDIT SERVICES	207661	03/23/22 - TAPE MEASURE	Operating Supplies	101-7003-60420	16.66
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - PAINT SUPPLIES	Operating Supplies	101-7003-60420	18.18
HOME DEPOT CREDIT SERVICES	207661	03/25/22 - ALL PURPOSE CLEANER AND T...	Operating Supplies	101-7003-60420	17.89
COACHELLA VALLEY VOLUNTE...	207647	5/15-5/16/22 - CHARITY GOLF TOURNAM...	Travel & Training	101-1001-60320	500.00
OCEAN SPRINGS TECH INC	207670	04/2022 - SPLASH PAD MONTHLY SERVICE	LQ Park Water Feature	101-3005-60554	787.00
OCEAN SPRINGS TECH INC	207670	04/22/22 - LQ PARK SPLASH PAD REPAIRS	LQ Park Water Feature	101-3005-60554	261.25
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	185.47
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	28.15
URETHANE FOAM SPECIALIST ...	207689	03/22/22 - BUSINESS LIC FEE REFUND LIC ...	Over Payments, AR Policy	101-0000-20330	50.00
ROADPOST USA INC.	207674	04/23-05/22/22 - EOC SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	173.01
TERRA NOVA PLANNING & RE...	207682	01/01-02/28/22 - TRAVERTINE PROJECT P...	Developer Deposits	101-0000-22810	1,462.50
TERRA NOVA PLANNING & RE...	207682	03/2022 - THE WAVE PROJECT PLANNING	Developer Deposits	101-0000-22810	12,211.01
Fund 101 - GENERAL FUND Total:					355,404.73

Fund: 201 - GAS TAX FUND

TOPS' N BARRICADES INC	207686	01/05/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	84.39
TOPS' N BARRICADES INC	207686	02/11/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	195.10
TOPS' N BARRICADES INC	207686	02/11/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	304.12
TOPS' N BARRICADES INC	207686	02/11/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	132.29
TOPS' N BARRICADES INC	207686	03/08/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	158.56
TOPS' N BARRICADES INC	207686	03/16/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	317.12
TOPS' N BARRICADES INC	207686	04/22/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	1,388.19
LINDE GAS & EQUIPMENT INC.	207667	02/20/22-03/20/22 - CYLINDER RENTAL	Materials/Supplies	201-7003-60431	37.67
HOME DEPOT CREDIT SERVICES	207661	03/22/22 - PAINT & SPRAY PAINT	Paint/Legends	201-7003-60433	117.29
Fund 201 - GAS TAX FUND Total:					2,734.73

Fund: 202 - LIBRARY & MUSEUM FUND

VINTAGE ASSOCIATES	207692	04/2022 - MONTHLY MAINTENANCE	Landscape Contract	202-3004-60112	812.59
VINTAGE ASSOCIATES	207692	04/2022 - MONTHLY MAINTENANCE	Landscape Contract	202-3006-60112	169.58
FRONTIER COMMUNICATIONS...	207656	04/13-05/12/22 - MUSEUM PHONE	Telephone - Utilities	202-3006-61300	122.98
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water - Utilities	202-3006-61200	191.40

Click Here to Return to Agenda

Demand Register

Packet: APPKT03117 - 04/29/2022 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVICES	207661	03/03/22 - PADLOCK	Maintenance/Services	202-3004-60691	8.13
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,304.68
Fund: 215 - LIGHTING & LANDSCAPING FUND					
THE SHERWIN-WILLIAMS CO.	207685	04/18/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	159.86
JERNIGAN'S, INC	207665	04/11/22 - SAFETY BOOTS L.REGALADO	Safety Gear	215-7004-60427	157.68
VINTAGE ASSOCIATES	207692	04/2022 - MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	10,589.51
CREATIVE LIGHTING & ELECTR...	207650	04/2022 - LIGHTING MAINTENANCE SERVI...	Consultants	215-7004-60104	5,667.17
SMITH PIPE & SUPPLY CO	207679	03/30/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	56.55
SMITH PIPE & SUPPLY CO	207679	03/31/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	373.72
SMITH PIPE & SUPPLY CO	207679	04/04/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	1,208.50
SMITH PIPE & SUPPLY CO	207679	04/04/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	254.11
SMITH PIPE & SUPPLY CO	207679	04/06/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	681.97
SMITH PIPE & SUPPLY CO	207679	04/08/22 - PVC PIPES (200)	Materials/Supplies	215-7004-60431	158.34
SMITH PIPE & SUPPLY CO	207679	04/12/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	171.17
THE SHERWIN-WILLIAMS CO.	207685	01/25/22 - PAINT FOR GRAFFITTI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	56.64
MACIAS NURSERY, INC.	207668	04/06/22 - PLANTS	Materials/Supplies	215-7004-60431	4,358.49
MACIAS NURSERY, INC.	207668	04/18/22 - PLANTS	Materials/Supplies	215-7004-60431	1,616.25
PWLC II, INC	207671	04/2022 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	54,741.84
PWLC II, INC	207671	04/22/22 - PLANT REPLACEMENT AT FS #93	Maintenance/Services	215-7004-60691	2,400.00
PWLC II, INC	207671	04/18/22 - PLANT REPLACEMENT & IRRIG...	Maintenance/Services	215-7004-60691	2,368.00
HOME DEPOT CREDIT SERVICES	207661	03/21/22 - IRRIGATION TIMER BATTERIES	Materials/Supplies	215-7004-60431	19.43
IMPERIAL IRRIGATION DIST	207663	04/15/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	563.93
IMPERIAL IRRIGATION DIST	207663	04/15/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	37.99
COACHELLA VALLEY WATER DI...	207648	04/15/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	3,669.22
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					89,310.37
Fund: 221 - AB 939 - CALRECYCLE FUND					
HOME DEPOT CREDIT SERVICES	207661	03/24/22 - COVE HIKE CLEAN UP SUPPLES	AB 939 Recycling Solutions	221-0000-60127	492.99
Fund 221 - AB 939 - CALRECYCLE FUND Total:					492.99
Fund: 224 - TUMF FUND					
COACHELLA VALLEY ASSOC OF...	207645	03/2022 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	256,901.00
Fund 224 - TUMF FUND Total:					256,901.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
VALLEY LOCK & SAFE	207690	04/20/22 - X-PARK KEY COPIES FOR BUILD...	Construction	401-0000-60188	69.51
R DEPENDABLE CONST INC	207672	3/18/22 FS 70 REVITALIZATION RETENTI...	Retention Payable	401-0000-20600	-950.00
R DEPENDABLE CONST INC	207672	3/18/22 - FIRE STATION 70 REVITALIZATI...	Construction	401-0000-60188	19,000.00
URBAN HABITAT	207688	03/2022 - 2020-7 RETENTION PAYMENT ...	Retention Payable	401-0000-20600	-2,740.50
URBAN HABITAT	207688	03/2022 - SRR RETENTION BASIN PAYMEN...	Construction	401-0000-60188	54,810.00
HOME DEPOT CREDIT SERVICES	207661	03/02/22 - CONDUIT FITTING	Construction	401-0000-60188	143.45
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					70,332.46
Fund: 501 - FACILITY & FLEET REPLACEMENT					
ENTERPRISE FM TRUST	207654	04/2022 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	16,212.49
HOME DEPOT CREDIT SERVICES	207661	03/03/22 - SOCKLET SET FOR FLEET VEHIC...	Parts, Accessories, and Upfits	501-0000-60675	78.20
HOME DEPOT CREDIT SERVICES	207661	03/09/22 - MAINTENANCE SUPPLIES FOR ...	Parts, Accessories, and Upfits	501-0000-60675	103.69
HOME DEPOT CREDIT SERVICES	207661	03/22/22 - BRASS FITTINGS	Parts, Accessories, and Upfits	501-0000-60675	13.10
HOME DEPOT CREDIT SERVICES	207661	03/22/22 - BRASS SPLICER FITTING	Parts, Accessories, and Upfits	501-0000-60675	8.85
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					16,416.33
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	207643	03/15-04/14/22 - WC INTERNET (8105)	Cable/Internet - Utilities	502-0000-61400	155.19
CHARTER COMMUNICATIONS ...	207643	04/12-05/11/22 - CITY YARD CABLE (4080)	Cable/Internet - Utilities	502-0000-61400	81.70
DELL MARKETING LP	207651	FY 22/23- JUL-MAR MSFT OFFICE 365 - 150..	Prepaid Expense	502-0000-13600	34,325.89
DELL MARKETING LP	207651	FY 21/22- APR-JUNE MSFT OFFICE 365 - 1...	Software Licenses	502-0000-60301	11,441.97
GOGOV APPS, INC.	207659	7/1/22-12/9/22 ARC GIS SUBSCRIPTION 5...	Prepaid Expense	502-0000-13600	1,500.00
GOGOV APPS, INC.	207659	12/10/21-06/30/22 - ARC GIS SUBSCRIPTI...	Software Licenses	502-0000-60301	1,500.00
GOGOV APPS, INC.	207659	12/10/21-04/9/22 - CREDIT FOR ARC GIS ...	Software Licenses	502-0000-60301	-1,000.00
Fund 502 - INFORMATION TECHNOLOGY Total:					48,004.75
Fund: 503 - PARK EQUIP & FACILITY FUND					
SHADE STRUCTURES, INC	207677	04/21/22 - MONTICELLO PARK SHADE ST...	Parks	503-0000-71060	111,339.00
Fund 503 - PARK EQUIP & FACILITY FUND Total:					111,339.00

Click Here to Return to Agenda

Demand Register

Packet: APPKT03117 - 04/29/2022 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 601 - SILVERROCK RESORT					
HOME DEPOT CREDIT SERVICES	207661	03/01/22 - OUTLET COVER	Repair & Maintenance	601-0000-60660	4.76
HOME DEPOT CREDIT SERVICES	207661	03/24/22 - PLUMBING TOOLS	Repair & Maintenance	601-0000-60660	121.45
HOME DEPOT CREDIT SERVICES	207661	03/25/22 - WASHERS & NUTS	Repair & Maintenance	601-0000-60660	16.03
HOME DEPOT CREDIT SERVICES	207661	03/22/22 - TOILET SEAT	Repair & Maintenance	601-0000-60660	36.59
HOME DEPOT CREDIT SERVICES	207661	03/01/22 - TRACK LIGHTING KIT	Repair & Maintenance	601-0000-60660	134.85
Fund 601 - SILVERROCK RESORT Total:					313.68
Grand Total:					952,554.72

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	355,404.73
201 - GAS TAX FUND	2,734.73
202 - LIBRARY & MUSEUM FUND	1,304.68
215 - LIGHTING & LANDSCAPING FUND	89,310.37
221 - AB 939 - CALRECYCLE FUND	492.99
224 - TUMF FUND	256,901.00
401 - CAPITAL IMPROVEMENT PROGRAMS	70,332.46
501 - FACILITY & FLEET REPLACEMENT	16,416.33
502 - INFORMATION TECHNOLOGY	48,004.75
503 - PARK EQUIP & FACILITY FUND	111,339.00
601 - SILVERROCK RESORT	313.68
Grand Total:	952,554.72

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20305	Due to SunLine	264.50
101-0000-20310	MSHCP Mitigation Fee	218,292.95
101-0000-20330	Over Payments, AR Policy	155.00
101-0000-20981	United Way Deductions	37.00
101-0000-20985	Garnishments Payable	442.50
101-0000-22810	Developer Deposits	13,673.51
101-0000-22830	Miscellaneous Deposits	100.00
101-0000-42301	Miscellaneous Revenue	-13.75
101-0000-42700	Administrative Citations	1,000.00
101-0000-43631	CVMSHCP Admin Fee	-2,182.93
101-1001-60137	Community Special Events	1,000.00
101-1001-60320	Travel & Training	500.00
101-1002-60351	Membership Dues	90.00
101-1004-60103	Professional Services	5,426.25
101-2001-60420	Operating Supplies	1,280.04
101-2002-60112	Landscape Contract	1,304.54
101-2002-60670	Fire Station	227.46
101-2002-60691	Maintenance/Services	50.55
101-2002-61200	Water - Utilities	782.67
101-2002-61304	Mobile/Cell Phones/Satell...	219.54
101-3002-60107	Instructors	668.50
101-3003-60149	Community Experiences	684.36
101-3003-60184	Fritz Burns Pool Program...	13,191.06
101-3005-60112	Landscape Contract	48,536.32
101-3005-60117	Civic Center Lake Mainten...	1,350.00
101-3005-60189	SilverRock Lake Maintena...	1,350.00
101-3005-60431	Materials/Supplies	7,877.90
101-3005-60554	LQ Park Water Feature	1,048.25
101-3005-60691	Maintenance/Services	330.16
101-3005-61201	Water -Monticello Park - ...	955.12
101-3005-61204	Water -Fritz Burns Park - ...	139.03
101-3005-61206	Water -Desert Pride - Utili...	185.47
101-3005-61208	Water -Seasons Park - Util...	29.39
101-3005-61209	Water -Community Park -...	158.51
101-3007-60461	Marketing & Tourism Pro...	6,870.83
101-3008-60431	Materials/Supplies	2,410.95
101-3008-60432	Tools/Equipment	-362.10
101-3008-61200	Water - Utilities	96.40
101-6003-60118	Plan Checks	6,031.25
101-6003-60320	Travel & Training	121.00
101-6004-60125	Temporary Agency Servic...	1,351.60
101-6004-60197	Animal Shelter Contract S...	17,184.10
101-6004-60690	Uniforms	527.50
101-6006-60125	Temporary Agency Servic...	1,474.25

Account Summary

Account Number	Account Name	Expense Amount
101-7003-60420	Operating Supplies	310.29
101-7006-60146	PM 10 - Dust Control	28.15
101-7006-60427	Safety Gear	206.61
201-7003-60429	Traffic Control Signs	2,579.77
201-7003-60431	Materials/Supplies	37.67
201-7003-60433	Paint/Legends	117.29
202-3004-60112	Landscape Contract	812.59
202-3004-60691	Maintenance/Services	8.13
202-3006-60112	Landscape Contract	169.58
202-3006-61200	Water - Utilities	191.40
202-3006-61300	Telephone - Utilities	122.98
215-7004-60104	Consultants	5,667.17
215-7004-60112	Landscape Contract	65,331.35
215-7004-60423	Supplies-Graffiti and Van...	216.50
215-7004-60427	Safety Gear	157.68
215-7004-60431	Materials/Supplies	8,898.53
215-7004-60691	Maintenance/Services	4,768.00
215-7004-61116	Electric - Utilities	563.93
215-7004-61117	Electric - Medians - Utiliti...	37.99
215-7004-61211	Water - Medians - Utilities	3,669.22
221-0000-60127	AB 939 Recycling Solutions	492.99
224-0000-20320	TUMF Payable to CVAG	256,901.00
401-0000-20600	Retention Payable	-3,690.50
401-0000-60188	Construction	74,022.96
501-0000-60675	Parts, Accessories, and Up...	203.84
501-0000-71030	Vehicles, Rentals & Leases	16,212.49
502-0000-13600	Prepaid Expense	35,825.89
502-0000-60301	Software Licenses	11,941.97
502-0000-61400	Cable/Internet - Utilities	236.89
503-0000-71060	Parks	111,339.00
601-0000-60660	Repair & Maintenance	313.68
	Grand Total:	952,554.72

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	855,203.39
151609CT	Construction Expense	La Quinta X Park	212.96
18-002E	TRAVERTINE CORPORATION EXP	TRAVERTINE CORPORATION	1,462.50
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	11,247.10
201806E	SilverRock Event Modular Building E...	SilverRock Event Space Modular Bt	1,268.33
201907CT	Construction Expense	Fire Station 70 Revitalization	19,000.00
201907RP	Retention Payable	Fire Station 70 Revitalization	-950.00
202007CT	Construction Expense	SilverRock Retention Basin Soil Sta	54,810.00
202007RP	Retention Payable	SilverRock Retention Basin Soil Sta	-2,740.50
21-003E	THE WAVE EXP	CM WAVE DEVELOPMENT	12,211.01
BDAYE	City Picnic & Birthday Celebration Ex...	City Picnic & Birthday Celebration	667.00
XPARKE	X Park Expenses	X Park	162.93
	Grand Total:	952,554.72	



Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
IMPERIAL IRRIGATION DIST	207720	04/28/22 - ELECTRICITY SERVICE	Electric - SilverRock Event Site -..	101-3005-61115	2,404.69
CHARTER COMMUNICATIONS ...	207703	04/16-05/15/22 - FS #70 CABLE (1860)	Cable/Internet - Utilities	101-2002-61400	41.72
CHARTER COMMUNICATIONS ...	207703	04/16-05/15/22 - FS #32 CABLE (8152)	Cable/Internet - Utilities	101-2002-61400	94.41
THE CONE ZONE	207739	04/30/22 - SNOW CONES FOR CITY PICNIC	Community Experiences	101-3003-60149	3,248.90
BOX OF KITTENS	207698	04/21/22 - KAY WOLFF/FOUNDING OF LQ ...	Marketing & Tourism Promoti...	101-3007-60461	4,800.00
CHARTER COMMUNICATIONS ...	207703	04/24-05/23/22 - FS #93 CABLE (2415)	Cable/Internet - Utilities	101-2002-61400	113.79
DESERT TREE SPRAYING	207710	04/21/22 - FIREANT TREATMENT AT PAIGE...	Maintenance/Services	101-3005-60691	380.00
DESERT TREE SPRAYING	207710	4/26/22 - FIREANT TREATMENT AT CIVIC ...	Maintenance/Services	101-3005-60691	300.00
THE LAMAR COMPANIES	207741	04/20-05/17/22 - AIRPORT DIGITAL DISPL...	Marketing & Tourism Promoti...	101-3007-60461	2,200.00
FROSTY'S AIR CONDITIONING ...	207716	04/27/22 - PW ICE MACHINE REPAIRS	Maintenance/Services	101-3008-60691	235.00
JERNIGAN'S, INC	207721	03/18/22 - SAFETY BOOTS A.BERUMEN	Safety Gear	101-3008-60427	135.93
CAPITAL ONE	207702	04/06/22 - CANOPIES (4) FOR EVENTS	Community Experiences	101-3003-60149	408.90
CAPITAL ONE	207702	04/13/22 - EASTER BASKETS (8)	Community Experiences	101-3003-60149	12.88
CAPITAL ONE	207702	04/05/22 - CANOPIES (2) & ICE CHEST FOR...	Community Experiences	101-3003-60149	226.07
JERNIGAN'S, INC	207721	03/29/22 - SAFETY BOOTS O.VARGAS	Safety Gear	101-3008-60427	157.68
CALIFORNIA PRESERVATION F...	207701	6/7-6/12/22 - CA PRESERVATION CONFER...	Travel & Training	101-6002-60320	175.00
CACEO	207699	06/07/22 - WEBINAR B.RODRIGUEZ	Travel & Training	101-6004-60320	25.00
CACEO	207699	06/07/22 - WEBINAR G.DUCHENE	Travel & Training	101-6004-60320	25.00
CACEO	207699	06/07/22 - WEBINAR P.VILLANUEVA	Travel & Training	101-6004-60320	25.00
CACEO	207699	06/07/22 - WEBINAR M.SALAS	Travel & Training	101-6004-60320	25.00
CACEO	207699	06/07/22 - WEBINAR K.MEREDITH	Travel & Training	101-6004-60320	25.00
CACEO	207699	06/07/22 - WEBINAR A.MORENO	Travel & Training	101-6004-60320	25.00
DESERT SANDS UNIFIED SCHO...	207709	01/13-02/09/22 - BP #8 SCHOOL RESOUR...	School Officer	101-2001-60168	9,909.61
DESERT SANDS UNIFIED SCHO...	207709	02/10-03/09/22 - BP #9 SCHOOL RESOUR...	School Officer	101-2001-60168	16,604.25
ALLIANT INSURANCE SERVICES ..	207696	05/04-12/31/22 - INSURANCE FOR INSTR...	Rental Expense	101-3003-60157	102.00
VINTAGE ASSOCIATES	207747	04/28/22 - SRR PARK TREE INSTALLATION	Materials/Supplies	101-3005-60431	370.00
XPRESS GRAPHICS	207749	FY 22/23 BUDGET COVERS & TABS	Printing	101-1006-60410	805.26
XPRESS GRAPHICS	207749	04/28/22 - CITY PICNIC SIGNS	Community Experiences	101-3003-60149	501.96
XPRESS GRAPHICS	207749	04/28/22 - 40TH ANNIVERSARY PRINTED S...	Printing	101-3007-60410	164.41
DESERT RECREATION DISTRICT	207708	01/2022 - FB POOL OPERATIONS & PROG...	Fritz Burns Pool Programming	101-3003-60184	7,059.19
DESERT RECREATION DISTRICT	207708	01/18-02/08/22 - DROP-IN FEES DUE TO ...	Operating Supplies	101-3002-60420	1,375.00
SMART & FINAL	207735	04/28/22 - FORKS FOR CITY PICNIC	Community Experiences	101-3003-60149	11.95
RASA/ERIC NELSON	207731	04/18/22 - FPM 2022-0001 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	1,140.00
ROBERT HALF	207733	04/22/22 - TEMP AGENCY SERVICES J.AG...	Temporary Agency Services	101-6004-60125	1,351.60
VINTAGE E & S INC	207748	03/11/22 - FS #70 ELECTRICAL SERVICE CA...	Maintenance/Services	101-2002-60691	330.16
VINTAGE E & S INC	207748	03/16/22 - EOC ELECTRICAL SERVICE CALL	Maintenance/Services	101-3008-60691	606.24
AMERICAN FORENSIC NURSES ...	207697	04/06/22 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	183.66
FEDEX	207713	04/15/22 - OVERNIGHT MAIL	Postage	101-1007-60470	18.90
PLANIT REPROGRAPHICS SYST...	207729	05/02/22 - GRADUATION POLE BANNERS ...	Advertising	101-3007-60450	2,586.00
VERIZON WIRELESS	207746	03/26-04/25/22 - LQPD CELL (6852)	Telephone - Utilities	101-2001-61300	875.64
THE LOCK SHOP, INC	207742	04/22/22 - PADLOCKS (12)	Materials/Supplies	101-3005-60431	223.04
DEPARTMENT OF ANIMAL SER...	207706	12/2021 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	21,047.62
THE GAS COMPANY	207740	03/24-04/22/22 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	38.87
THE GAS COMPANY	207740	03/24-04/22/22 - CH GAS SVC	Gas - Utilities	101-3008-61100	381.09
THE GAS COMPANY	207740	03/24-04/22/22 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	1,545.71
THE GAS COMPANY	207740	03/24-04/22/22 - WC GAS SVC	Gas - Utilities	101-3008-61100	138.90
LORETT, LORI	207723	03/23/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	99.00
GRAHAM, MARCIE	207718	04/24-04/26/22 - TRAVEL EXPENSE REIMB...	Travel & Training	101-3007-60320	1,090.22
DISH NETWORK	207712	04/22-05/21/22 - EOC CABLE	Cable/Internet - Utilities	101-2002-61400	94.68
THE LOCK SHOP, INC	207742	04/20/22 - SENIOR CENTER ENTRY LOCK R...	Materials/Supplies	101-3008-60431	128.20
THE LOCK SHOP, INC	207742	04/20/22 - KEYS FOR SPORT COMPLEX PA...	Materials/Supplies	101-3005-60431	82.05
FIRST CHOICE A/C & HEATING ...	207714	03/11/22 - FS #32 HVAC TUNE UP	Maintenance/Services	101-2002-60691	623.00
FIRST CHOICE A/C & HEATING ...	207714	03/22/22 - CH HVAC TUNE UP	HVAC	101-3008-60667	1,602.00

Click Here to Return to Agenda

Demand Register

Packet: APPKT03126 - 05/06/22 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
FIRST CHOICE A/C & HEATING ...	207714	03/25/25 - CH HVAC REPAIRS	HVAC	101-3008-60667	4,407.00
FIRST CHOICE A/C & HEATING ...	207714	03/07/22 - WC HVAC TUNE UP	HVAC	101-3008-60667	979.00
FIRST CHOICE A/C & HEATING ...	207714	03/08/22 - WC HVAC REPAIRS	HVAC	101-3008-60667	1,283.00
FIRST CHOICE A/C & HEATING ...	207714	03/11/22 - FS #32 HVAC REPARIS	Maintenance/Services	101-2002-60691	2,481.00
FIRST CHOICE A/C & HEATING ...	207714	03/09/22 FS #70 HVAC TUNE UP	Maintenance/Services	101-2002-60691	601.00
FIRST CHOICE A/C & HEATING ...	207714	03/10/22 - FS #93 HVAC TUNE UP	Maintenance/Services	101-2002-60691	1,436.00
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	2,572.00
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Monticello Park - Utili...	101-3005-61102	13.31
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Civic Center Park - Utili...	101-3005-61103	2,178.90
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Fritz Burns Park - Utili...	101-3005-61105	1,405.64
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Sports Complex - Utili...	101-3005-61106	2,865.00
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Community Park - Utili...	101-3005-61109	6,330.71
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Velasco Park - Utilities	101-3005-61111	13.96
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Eisenhower Park - Utili...	101-3005-61113	23.52
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electric - Desert Pride - Utilities	101-3005-61114	13.31
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electricity - Utilities	101-3008-61101	13,997.20
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water - Civic Center Park - Utili...	101-3005-61202	1,394.34
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water -Community Park - Utiliti...	101-3005-61209	3,484.93
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	137.87
FIRST CHOICE A/C & HEATING ...	207714	3/30/22 MAYOR'S OFFICE A/C EMERGENC...	HVAC	101-3008-60667	10,756.00
FIRST CHOICE A/C & HEATING ...	207714	04/04/22 - REPLACE SPEED BLOWER MOT...	HVAC	101-3008-60667	1,348.00
FIRST CHOICE A/C & HEATING ...	207714	03/28/22 - CH HVAC SPEED BLOWER MO...	HVAC	101-3008-60667	2,934.00
RUTAN & TUCKER	207734	923768 - REIMBURSEMENT MATTERS	Developer Deposits	101-0000-22810	7,900.00
RUTAN & TUCKER	207734	923760 - CODE ENFORCEMENT	Attorney	101-1003-60153	21.50
RUTAN & TUCKER	207734	923765 - DUNE PALMS PROJECT ROW	Attorney	101-1003-60153	958.30
RUTAN & TUCKER	207734	923763 - SRR RESORT	Attorney	101-1003-60153	73.00
RUTAN & TUCKER	207734	923762 - RETAINER MATTER	Attorney	101-1003-60153	11,000.00
RUTAN & TUCKER	207734	923758 - PERSONNEL GENERAL	Attorney	101-1003-60153	720.00
RUTAN & TUCKER	207734	923757 - GENERAL ACCOUNT	Attorney	101-1003-60153	4,767.00
RUTAN & TUCKER	207734	923766 - RESPONSES FOR PUBLIC RECORD...	Attorney	101-1003-60153	764.50
RUTAN & TUCKER	207734	923770 - STVR PHASE OUT CITIZENS BALL...	Attorney	101-1003-60153	2,760.00
RUTAN & TUCKER	207734	923767 - COVID 19 ADVICE	Attorney	101-1003-60153	48.00
RUTAN & TUCKER	207734	923764 - TELECOMMUNICATIONS	Attorney	101-1003-60153	144.00
RUTAN & TUCKER	207734	923759 - LITIGATION GENERAL	Attorney/Litigation	101-1003-60154	936.00
RUTAN & TUCKER	207734	923759 - LQ ARTS FESTIVAL TRADEMARK	Attorney/Litigation	101-1003-60154	1,408.50
DFM ASSOCIATES	207711	05/2/22 - 2022 CA ELECTIONS CODE BOOK	Operating Supplies	101-1005-60420	65.25
FRONTIER COMMUNICATIONS...	207715	04/26-05/25/22 - POLICE INTERNET	Cable/Internet - Utilities	101-2001-61400	571.63
FRONTIER COMMUNICATIONS...	207715	04/28-05/27/22 - SPORTS COMPLEX PHO...	Telephone - Utilities	101-3005-61300	38.08
OCEAN SPRINGS TECH INC	207727	04/25/22 - FB WADING POOL REPAIRS	Fritz Burns Pool Maintenance	101-3005-60184	822.31
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water - Utilities	101-2002-61200	83.68
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water -Eisenhower Park - Utiliti...	101-3005-61203	124.57
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	1,592.29
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water -Velasco Park - Utilities	101-3005-61205	64.50
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water - Utilities	101-3008-61200	703.18
JOHNSTONE SUPPLY	207722	04/19/22 - CH AIR FILTER	HVAC	101-3008-60667	167.30
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Sheriff Patrol	101-2001-60161	706,843.40
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Police Overtime	101-2001-60162	15,755.18
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Target Team	101-2001-60163	132,701.40
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Community Services Officer	101-2001-60164	50,235.75
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Special Enforcement/City Spec...	101-2001-60165	84,007.87
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Gang Task Force	101-2001-60166	7,647.20
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Narcotics Task Force	101-2001-60167	15,294.40
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Motor Officer	101-2001-60169	123,555.42
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Dedicated Sergeants	101-2001-60170	39,587.22
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	23,384.00
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	29,146.86
RIVERSIDE COUNTY SHERIFF D...	207732	01/13-02/09/22 - BP #8 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	455.22
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Sheriff Patrol	101-2001-60161	731,183.13
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Police Overtime	101-2001-60162	31,809.52
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Target Team	101-2001-60163	128,975.26

Click Here to Return to Agenda

Demand Register

Packet: APPKT03126 - 05/06/22 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Community Services Officer	101-2001-60164	48,990.75
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Gang Task Force	101-2001-60166	15,294.40
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Narcotics Task Force	101-2001-60167	15,294.40
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Motor Officer	101-2001-60169	123,555.42
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Dedicated Sergeants	101-2001-60170	41,139.66
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	23,384.00
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	27,191.82
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	7,039.08
RIVERSIDE COUNTY SHERIFF D...	207732	02/25-03/24/22 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	461.73
TERRA NOVA PLANNING & RE...	207738	03/2022 - ONCALL PLANNING SERVICES	Professional Services	101-6002-60103	1,121.25
Fund 101 - GENERAL FUND Total:					2,606,618.80
Fund: 201 - GAS TAX FUND					
IMPERIAL IRRIGATION DIST	207720	04/28/22 - ELECTRICITY SERVICE	Electricity - Utilities	201-7003-61101	638.03
NV5	207726	10/31/21-1/1/22 LAKE CAHUILLA RD ONC...	Road Improvements	201-7003-72111	2,060.00
NV5	207726	2/27-4/16/22 - LAKE CAHUILLA RD ONCALL...	Road Improvements	201-7003-72111	97.50
UNDERGROUND SERVICE ALERT	207745	05/2022 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	76.00
Fund 201 - GAS TAX FUND Total:					2,871.53
Fund: 202 - LIBRARY & MUSEUM FUND					
THE GAS COMPANY	207740	03/24-04/22/22 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	14.30
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electricity - Utilities	202-3004-61101	4,057.94
IMPERIAL IRRIGATION DIST	207720	04/28/222 - ELECTRICITY SERVICE	Electricity - Utilities	202-3006-61101	1,257.13
PACIFIC WEST AIR CONDITION...	207728	02/18/22 - MUSEUM HVAC MAINTENANC...	HVAC	202-3006-60667	507.00
JOHNSTONE SUPPLY	207722	03/15/22 - LIBRARY HVAC PARTS	HVAC	202-3004-60667	375.20
Fund 202 - LIBRARY & MUSEUM FUND Total:					6,211.57
Fund: 212 - SLESA (COPS) FUND					
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	COPS Robbery Prevention	212-0000-60178	6,103.40
RIVERSIDE COUNTY SHERIFF D...	207732	02/10-03/09/22 - BP #9 POLICE SERVICE	COPS Burglary/Theft Preventi...	212-0000-60179	4,348.71
Fund 212 - SLESA (COPS) FUND Total:					10,452.11
Fund: 215 - LIGHTING & LANDSCAPING FUND					
IMPERIAL IRRIGATION DIST	207720	04/28/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	5,116.72
IMPERIAL IRRIGATION DIST	207720	04/28/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	2,534.79
THE SHERWIN-WILLIAMS CO.	207743	04/19/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	159.86
SMITH PIPE & SUPPLY CO	207736	04/13/22 - PVC IRRIGATION PARTS	Materials/Supplies	215-7004-60431	75.20
SMITH PIPE & SUPPLY CO	207736	04/18/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	401.85
SMITH PIPE & SUPPLY CO	207736	04/19/22 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	180.59
MACIAS NURSERY, INC.	207724	04/25/22 - PLANTS FS#93	Materials/Supplies	215-7004-60431	1,767.10
MACIAS NURSERY, INC.	207724	04/20/22 - PLANTS	Materials/Supplies	215-7004-60431	2,451.31
MACIAS NURSERY, INC.	207724	04/25/22 - PLANTS FS#32	Materials/Supplies	215-7004-60431	1,325.86
PWLC II, INC	207730	04/28/22 - FS #32 PLANT REPLACEMENT	Maintenance/Services	215-7004-60691	2,904.00
PWLC II, INC	207730	04/29/22 - FS #93 PLANT REPLACEMENT	Maintenance/Services	215-7004-60691	3,312.00
MAINTENANCE SUPERINTEND...	207725	03/04/22 - STREET CONSTRUCTION & MA...	Travel & Training	215-7004-60320	85.00
COACHELLA VALLEY WATER DI...	207704	04/28/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	10,582.92
VINTAGE ASSOCIATES	207747	04/21/22 - PLANT	Materials/Supplies	215-7004-60431	38.79
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					30,935.99
Fund: 235 - SO COAST AIR QUALITY FUND					
IMPERIAL IRRIGATION DIST	207720	04/28/22 - ELECTRICITY SERVICE	Electricity - Utilities	235-0000-61101	880.45
Fund 235 - SO COAST AIR QUALITY FUND Total:					880.45
Fund: 241 - HOUSING AUTHORITY					
CAHA, BECKY	207700	04/2022 - HOUSING CONSULTANT SERVIC...	Professional Services	241-9101-60103	5,825.00
RUTAN & TUCKER	207734	923761 - HOUSING AUTHORITY	Attorney	241-9101-60153	3,408.00
Fund 241 - HOUSING AUTHORITY Total:					9,233.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
NV5	207726	2/27-4/16/22 MONROE ST PAVEMENT O...	Technical	401-0000-60108	780.00
PLANIT REPROGRAPHICS SYST...	207729	04/29/22 - JEFFERSON & AVE 53 ROUNDA...	Construction	401-0000-60188	866.81
DESERT ELECTRIC SUPPLY	207707	04/26/22 - ELECTRICAL CONTACTS (4)	Construction	401-0000-60188	92.81
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					1,739.62
Fund: 501 - FACILITY & FLEET REPLACEMENT					
STALKER RADAR	207737	05/14/22 - SPEED RADAR TRAILER	Machinery & Equipment	501-0000-80100	11,853.75

Click Here to Return to Agenda

Demand Register

Packet: APPKT03126 - 05/06/22 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
TOWER ENERGY GROUP	207744	04/01-04/15/22 - FUEL	Fuel & Oil	501-0000-60674	6,034.80
FUELMAN	207717	04/2022 - FUEL CHARGES	Fuel & Oil	501-0000-60674	1,600.44
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					19,488.99
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	207703	04/20-05/19/22 - WC CABLE (1909)	Cable/Internet - Utilities	502-0000-61400	10.52
CHARTER COMMUNICATIONS ...	207703	04/24-05/23/22 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	266.66
ACORN TECHNOLOGY SERVICES	207695	04/2022 - TRAFFIC SERVER MAINTENANCE	Public Works, Software Enhan...	502-0000-71048	765.00
FRONTIER COMMUNICATIONS...	207715	04/25-05/24/22 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	85.98
FRONTIER COMMUNICATIONS...	207715	04/27-05/26/22 - BLACKHAWK/LQ PARK D...	Cable/Internet - Utilities	502-0000-61400	75.98
Fund 502 - INFORMATION TECHNOLOGY Total:					1,204.14
Fund: 503 - PARK EQUIP & FACILITY FUND					
DAVE BANG, INC.	207705	03/25/22 - PARK EQUIPMENT	Parks	503-0000-71060	2,503.27
Fund 503 - PARK EQUIP & FACILITY FUND Total:					2,503.27
Fund: 601 - SILVERROCK RESORT					
H&G HOME IMPROVEMENTS I...	207719	04/26/22 - SRR RESTAURANT PLUMBING P...	Repair & Maintenance	601-0000-60660	450.00
Fund 601 - SILVERROCK RESORT Total:					450.00
Grand Total:					2,692,589.47

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	2,606,618.80
201 - GAS TAX FUND	2,871.53
202 - LIBRARY & MUSEUM FUND	6,211.57
212 - SLESA (COPS) FUND	10,452.11
215 - LIGHTING & LANDSCAPING FUND	30,935.99
235 - SO COAST AIR QUALITY FUND	880.45
241 - HOUSING AUTHORITY	9,233.00
401 - CAPITAL IMPROVEMENT PROGRAMS	1,739.62
501 - FACILITY & FLEET REPLACEMENT	19,488.99
502 - INFORMATION TECHNOLOGY	1,204.14
503 - PARK EQUIP & FACILITY FUND	2,503.27
601 - SILVERROCK RESORT	450.00
Grand Total:	2,692,589.47

Account Summary

Account Number	Account Name	Expense Amount
101-0000-22810	Developer Deposits	7,900.00
101-1003-60153	Attorney	21,256.30
101-1003-60154	Attorney/Litigation	2,344.50
101-1004-50252	Annual Wellness Dollar Re...	99.00
101-1005-60420	Operating Supplies	65.25
101-1006-60410	Printing	805.26
101-1007-60470	Postage	18.90
101-2001-60161	Sheriff Patrol	1,438,026.53
101-2001-60162	Police Overtime	47,564.70
101-2001-60163	Target Team	261,676.66
101-2001-60164	Community Services Offic...	99,226.50
101-2001-60165	Special Enforcement/City ...	84,007.87
101-2001-60166	Gang Task Force	22,941.60
101-2001-60167	Narcotics Task Force	30,588.80
101-2001-60168	School Officer	26,513.86
101-2001-60169	Motor Officer	247,110.84
101-2001-60170	Dedicated Sargeants	80,726.88
101-2001-60171	Dedicated Lieutenant	46,768.00
101-2001-60172	Sheriff - Mileage	56,338.68
101-2001-60174	Blood/Alcohol Testing	183.66
101-2001-60175	Special Enforcement Funds	7,494.30
101-2001-60176	Sheriff - Other	461.73
101-2001-61300	Telephone - Utilities	875.64
101-2001-61400	Cable/Internet - Utilities	571.63
101-2002-60691	Maintenance/Services	5,471.16
101-2002-61100	Gas - Utilities	38.87
101-2002-61101	Electricity - Utilities	2,572.00
101-2002-61200	Water - Utilities	83.68
101-2002-61400	Cable/Internet - Utilities	344.60
101-3002-60420	Operating Supplies	1,375.00
101-3003-60149	Community Experiences	4,410.66
101-3003-60157	Rental Expense	102.00
101-3003-60184	Fritz Burns Pool Program...	7,059.19
101-3005-60184	Fritz Burns Pool Maintena...	822.31
101-3005-60431	Materials/Supplies	675.09
101-3005-60691	Maintenance/Services	680.00
101-3005-61100	Gas-Utilities FB Pool	1,545.71
101-3005-61102	Electric - Monticello Park -...	13.31
101-3005-61103	Electric - Civic Center Park...	2,178.90
101-3005-61105	Electric - Fritz Burns Park -...	1,405.64
101-3005-61106	Electric - Sports Complex -...	2,865.00
101-3005-61109	Electric - Community Park ...	6,330.71
101-3005-61111	Electric - Velasco Park - Uti..	13.96

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61113	Electric - Eisenhower Park ..	23.52
101-3005-61114	Electric - Desert Pride - Uti...	13.31
101-3005-61115	Electric - SilverRock Event...	2,404.69
101-3005-61202	Water - Civic Center Park -...	1,394.34
101-3005-61203	Water -Eisenhower Park -...	124.57
101-3005-61204	Water -Fritz Burns Park - ...	1,592.29
101-3005-61205	Water -Velasco Park - Utili...	64.50
101-3005-61209	Water -Community Park -...	3,484.93
101-3005-61300	Telephone - Utilities	38.08
101-3007-60320	Travel & Training	1,090.22
101-3007-60410	Printing	164.41
101-3007-60450	Advertising	2,586.00
101-3007-60461	Marketing & Tourism Pro...	7,000.00
101-3008-60427	Safety Gear	293.61
101-3008-60431	Materials/Supplies	128.20
101-3008-60667	HVAC	23,476.30
101-3008-60691	Maintenance/Services	841.24
101-3008-61100	Gas - Utilities	519.99
101-3008-61101	Electricity - Utilities	13,997.20
101-3008-61200	Water - Utilities	703.18
101-6002-60103	Professional Services	1,121.25
101-6002-60320	Travel & Training	175.00
101-6004-60125	Temporary Agency Servic...	1,351.60
101-6004-60197	Animal Shelter Contract S...	21,047.62
101-6004-60320	Travel & Training	150.00
101-7002-60183	Map/Plan Checking	1,140.00
101-7006-60146	PM 10 - Dust Control	137.87
201-7003-60431	Materials/Supplies	76.00
201-7003-61101	Electricity - Utilities	638.03
201-7003-72111	Road Improvements	2,157.50
202-3004-60667	HVAC	375.20
202-3004-61100	Gas - Utilities	14.30
202-3004-61101	Electricity - Utilities	4,057.94
202-3006-60667	HVAC	507.00
202-3006-61101	Electricity - Utilities	1,257.13
212-0000-60178	COPS Robbery Prevention	6,103.40
212-0000-60179	COPS Burglary/Theft Prev...	4,348.71
215-7004-60320	Travel & Training	85.00
215-7004-60423	Supplies-Graffiti and Van...	159.86
215-7004-60431	Materials/Supplies	6,240.70
215-7004-60691	Maintenance/Services	6,216.00
215-7004-61116	Electric - Utilities	5,116.72
215-7004-61117	Electric - Medians - Utiliti...	2,534.79
215-7004-61211	Water - Medians - Utilities	10,582.92
235-0000-61101	Electricity - Utilities	880.45
241-9101-60103	Professional Services	5,825.00
241-9101-60153	Attorney	3,408.00
401-0000-60108	Technical	780.00
401-0000-60188	Construction	959.62
501-0000-60674	Fuel & Oil	7,635.24
501-0000-80100	Machinery & Equipment	11,853.75
502-0000-61400	Cable/Internet - Utilities	439.14
502-0000-71048	Public Works, Software E...	765.00
503-0000-71060	Parks	2,503.27
601-0000-60660	Repair & Maintenance	450.00
	Grand Total:	2,692,589.47

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	2,669,971.61
201709CT	Construction Expense	Ave 53 Jefferson St.Roundabout	866.81
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	657.64
202001T	Technical Expense	Monroe Street Pavement Rehab (A	780.00
202107T	Technical	Lake Cahuilla Road	2,157.50
2122TMICT	Construction Expense	FY21/22 Traffic Maintenance Impr	92.81
22006E	GTGF LLC EXPENSE	GTGF, LLC	7,900.00
BDAYE	City Picnic & Birthday Celebration Ex...	City Picnic & Birthday Celebration	8,727.22
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	1,423.00
EGGE	La Quinta Egg Hunt Expense	La Quinta Egg Hunt	12.88
	Grand Total:	2,692,589.47	

[Click Here to Return to Agenda](#)

City of La Quinta

ATTACHMENT 2

Bank Transactions 4/25 – 5/6/2022

Wire Transaction

Listed below are the wire transfers from 4/25 – 5/6/2022.

Wire Transfers:

04/25/2022 - WIRE TRANSFER - AMERITAS LIFE	\$	138.40
04/25/2022 - WIRE TRANSFER - STERLING HEALTH	\$	145.81
04/25/2022 - WIRE TRANSFER - AMERITAS LIFE	\$	414.96
04/28/2022 - WIRE TRANSFER - CALPERS	\$	2,248.56
04/29/2022 - WIRE TRANSFER - CALPERS	\$	392.98
04/29/2022 - WIRE TRANSFER - CALPERS	\$	4,846.19
04/29/2022 - WIRE TRANSFER - CALPERS	\$	14,001.97
04/29/2022 - WIRE TRANSFER - CALPERS	\$	22,251.51
04/29/2022 - WIRE TRANSFER - ICMA	\$	6,448.94
05/06/2022 - WIRE TRANSFER - COLONIAL LIFE	\$	5,054.44
05/06/2022 - WIRE TRANSFER - CALPERS	\$	113,122.37
TOTAL WIRE TRANSFERS OUT		<u>\$169,066.13</u>

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION SUPPORTING OCEAN WATER IMPORTATION TO REFILL THE SALTON SEA WHILE REDUCING GREENHOUSE GAS EMISSIONS

RECOMMENDATION

Adopt a resolution supporting ocean water importation to refill the Salton Sea while reducing greenhouse gas emissions.

EXECUTIVE SUMMARY

- The inflow of water to the Salton Sea has decreased and pursuant to the Quantification Settlement Agreement, mitigation water inflows ended on December 31, 2017, and without restoration or stabilization measures, the Salton Sea will rapidly decline.
- In June 2018, the Counties of Imperial and Riverside entered into a Memorandum of Understanding (MOU) to work together, along with local agencies, on agreed projects that would stabilize and restore the Salton Sea.
- The Salton Sea Coalition has requested the City's adopt a resolution showing its continued support of ocean water import to refill the Salton Sea, and request the Ocean Water Importation Independent Review Panel assess potential carbon emissions when conducting the comprehensive analysis of ocean water import as long-range solutions.
- The Guiding Principles of the City's Legislative Policy Guide support a proactive and thoughtful stance regarding the enhancement, preservation, and conservation of the desert environment with emphasis on the Salton Sea.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Recognizing that cooperation among stakeholders affected by the Salton Sea is paramount to solve its complex challenges, Riverside and Imperial Counties

signed an MOU in June 2018, calling for joint planning to ensure smooth development of a multi-benefit project known as the Perimeter Lake.

Both counties plan to work together with local agencies on agreed projects and financing mechanisms such as an Enhanced Infrastructure Finance District (EIFD) which would support projects and stimulate economic development around the Salton Sea. This would include creating recreational lakes, supporting geothermal resource development, mitigating air quality issues, and preserving vital habitat.

The City Council has adopted resolutions declaring its support as follows:

- Resolution No. 2018-057, adopted November 20, 2018 – in support of the MOU, and recognizing the importance of collaboration among stakeholders affected by the Salton Sea as vital to solve the complex challenges and promote economic development, public health, air quality, and wildlife habitat.
- Resolution No. 2019-012, adopted May 7, 2019 – in support of amending the MOU to include ocean water importation as a long-term solution for the restoration of the Salton Sea.
- Resolution No. 2020-039, adopted November 17, 2020 – declaring the City’s continued support of a comprehensive analysis of all water import alternatives as part of the long-term solution for the Salton Sea; and calling for the State to continue to pursue the creation of an Ocean Water Importation Independent Review Panel to analyze water import alternatives and to allocate \$2 million out of the \$507.5 million available funds for engineering review of ocean water imports into the Salton Sea.

The Ocean Water Import Independent Review Panel consists of scientists selected by UC Santa Cruz in August 2021 to conduct a comprehensive review of ocean water importation as part of the long-range solution for the Salton Sea that Coachella Valley cities called for in their resolutions in 2019 and 2020. The Long-Range Planning Committee of the Salton Sea Management Plan is comprised of state officials, agency officials, and a few representatives of the community. This committee is relying on Tetra Tech, a private engineering firm, to review plans from 15 years ago that were not implemented by the State due to the estimated \$9 billion dollar cost. These plans do not include the importation of water, nor do they include any evaluation of potential greenhouse gas emissions.

It is scientifically imperative to choose a long-term plan for the Salton Sea that takes greenhouse gas emissions into account. The planning committees have not explained the process or criteria for comparing the non-importation

proposals with the ocean water importation proposals, nor have they stated that they would evaluate the potential greenhouse gas emissions of the various plans. Finally, there is no public hearing scheduled during the months between now and December to receive public comments.

The Salton Sea Coalition requested that public agencies impacted by the decline of the Salton Sea adopt resolutions supporting ocean water importation, including taking into account greenhouse gas emissions, as a long-term solution to restore the Salton Sea.

The City's Legislative Policy Guide is in line and supports the revitalization of the Salton Sea. Section VI – Encourage Preservation of Environment states in pertinent part that "La Quinta is a thriving desert oasis that supports a proactive and thoughtful stance regarding the enhancement and conservation of the desert environment that surrounds us including the Salton Sea."

ALTERNATIVES

Council may elect to not adopt this resolution.

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

[Click Here to Return to Agenda](#)

RESOLUTION NO. 2022 – XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DECLARING ITS CONTINUED SUPPORT FOR OCEAN WATER IMPORTATION TO REFILL THE SALTON SEA WHILE REDUCING GREENHOUSE GAS EMISSIONS

WHEREAS, the inflow of water to the Salton Sea has decreased and pursuant to the Quantification Settlement Agreement, mitigation water inflows ended on December 31, 2017, and without restoration or stabilization measures, the Salton Sea will rapidly decline; and

WHEREAS, The State of California (“State”) has developed the Salton Sea Management Program (“SSMP”) through departments within the California Natural Resources and Environmental Protection Agencies and is obligated to pay for certain costs related to habitat, and water quality issues at the Salton Sea; and

WHEREAS, On November 20, 2018, the City of La Quinta adopted Resolution No. 2018-057 in support of a Memorandum of Understanding (MOU) with Riverside and Imperial Counties to work together with local agencies to collaborate with stakeholders affected by the Salton Sea. The goal was to solve complex challenges and promote economic development, public health, air quality, and wildlife habitat;

WHEREAS, the California State Water Resources Control Board has an oversight role in monitoring and ensuring progress towards the goal of the SSMP and has set a deadline of December 31, 2022, for the completion of a long-term plan regarding the Salton Sea; and

WHEREAS, On May 7, 2019, the City of La Quinta adopted Resolution No. 2019-012 to amend the MOU between the Counties of Imperial and Riverside to include ocean water importation analysis and incorporate it into the State’s 10-year SSMP plan, and for agencies and stakeholders to begin the analysis of water import alternatives so it could be completed by the December 31, 2022, deadline as set forth by the California State Water Resources Control Board for the long-term plan to restore the Salton Sea; and

WHEREAS, the State requires that any water import project proposal include an engineering and logistic feasibility study conducted on behalf of the

proponent by an accredited or licensed engineering, planning, or equivalent organization recognized by the State prior to consideration by the SSMP; and

WHEREAS, the State prepared a Request for Proposal (RFP) for an independent reviewer panel to conduct a feasibility study of water importation proposals in February 2020 and again in June 2020, neither of which received response; and

WHEREAS, on November 17, 2020, the City of La Quinta adopted Resolution No. 2020-039 declaring its continued support of a comprehensive analysis of all water import alternatives as part of the long-term solution for the Salton Sea; and calling for the State to continue to pursue the creation of an Ocean Water Importation Independent Review Panel to analyze water import alternatives and to allocate \$2 million out of the \$507.5 million available funds for engineering review of ocean water imports into the Salton Sea; and

WHEREAS, The Ocean Water Importation Independent Review Panel must consider potential carbon emissions when conducting the previously requested comprehensive analysis of ocean water import. This analysis must include emissions from a drying lakebed and proposed shallow water bodies as well as construction related emissions, to reduce greenhouse gasses to the atmosphere while considering long-range solutions.

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

SECTION 1. The City of La Quinta declares its continued support of ocean water import to refill the Salton Sea. This is the long-range plan most likely to restore the ecosystem, protect public health, support recreation and tourism, contribute to a vigorous regional economy, and avoid ongoing releases of greenhouse gases to the atmosphere.

SECTION 2. The City of La Quinta requests that the Ocean Water Importation Independent Review Panel consider potential carbon emissions when conducting the comprehensive analysis of ocean water import, as requested in Resolution Nos. 2019-012 and 2020-039. This analysis must include emissions from a drying lakebed and proposed shallow water bodies as well as construction related emissions.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 17th day of May, 2022, by the following vote:

Resolution No. 2022-0XX

Support Analysis of Water Import Alternatives While Reducing Greenhouse Gas Emission for Restoration of the Salton Sea

Adopted: May 17, 2022

Page 3 of 3

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE ONE-YEAR TERM EXTENSION OF SOLUTIONS MAINTENANCE AGREEMENT WITH SUPERION, LLC TO PROVIDE HOSTING AND MAINTENANCE SERVICES FOR THE CITY'S TRAKiT PERMITTING SOFTWARE FOR FISCAL YEAR 2022/23

RECOMMENDATION

Approve one-year term extension for fiscal year 2022/23 to the Solutions Maintenance Agreement with Superior, LLC, in the amount of \$77,749.02, to provide hosting and maintenance services, and electronic plan review for TRAKiT permitting software.

EXECUTIVE SUMMARY

- In 2013, the City purchased TRAKiT permitting software from CRW Systems, an integrated software solution to electronically process and track all development related permits. CRW Systems was subsequently acquired by Superior, LLC.
- In 2020, the City entered into a Solutions Maintenance Agreement (Agreement) (Attachment 2) with Superior, LLC to provide hosting and maintenance services for TRAKiT; the term of the Agreement may automatically renew annually at the City's election, unless terminated.
- Renewing the Agreement will allow continued use of the current TRAKiT permitting software while the City transitions to new permitting software, ensuring uninterrupted online permitting services.

FISCAL IMPACT

The annual cost for hosting and maintenance of existing services is \$76,606, and the Bluebeam license which allows electronic review of plans is \$1,143, for a total of \$77,749 for fiscal year (FY) 2022/23. Funds are budgeted in the Information Technology Fund (502-0000-60301) and future expenses would be included in the 2022/23 budget when adopted.

BACKGROUND/ANALYSIS

In October 2013, following a thorough request for proposals (RFP) and selection process, TRAKiT software was selected as the City's integrated permit software platform for the Hub. TRAKiT was implemented in June 2014. The software was originally managed by CRW Systems which was subsequently acquired by Superior, LLC.

In 2020, the City entered into a one-year Agreement with Superior, LLC. to provide hosting and maintenance services for TRAKiT; the term of the Agreement may automatically renew annually, for one additional year, at the City's election, unless terminated. The Agreement was renewed for FY 2021/22. The Renewal Order (Attachment 1) provides a breakdown and lists the annual costs for providing hosting and essential maintenance services for TRAKiT for FY 2022/23. The Agreement term renewal is for an additional year ending June 30, 2023.

The City currently uses the permitting software to process and issue permits, and to facilitate online permit and project submittals and issuance. Bluebeam is used for electronic review of plans, which eliminates the need for multiple sets of paper plans with corrections and allows for electronic resubmittal of plans. Hosting and maintenance services are necessary for optimization, error correction, enhancements, implementation of new releases, and general support efforts.

In November 2020, staff issued a RFP for permit tracking and licensing software services and received nine proposals. Tyler Technologies, Inc. (Tyler) demonstrated enhanced comprehensive services that provides the customer with more search information capability, ease of use for both customer and staff, and greater reporting data for the City. On October 19, 2021, Council approved an agreement for contract services with Tyler for permitting software to replace the current TRAKiT software; this transition in software will be completed in the next 12 to 24 months.

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Tommi Sanchez, Hub Manager

Approved by: Danny Castro, Design and Development Director

Attachments: 1. Superion Renewal Order
 2. Superion Solutions Maintenance Agreement

Renewal Order prepared by:
 Tim DeMoor
 tim.demoor@centralsquare.com

Renewal Order #: Q-88904
Start Date: July 1, 2022
End Date: June 30, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
 Tommi Sanchez, Hub Manager
 City of La Quinta
 78-495 Calle Tampico
 La Quinta, CA 92253
 (760) 777-7077

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Bluebeam Server API for TRAKiT Annual Maintenance Fee	1	0.00 USD
2.	CodeTRAK Annual Maintenance Fee	1	0.00 USD
3.	CRM TRAK Annual Maintenance Fee	1	0.00 USD
4.	eTRAKiT Citizen Portal Annual Maintenance Fee	1	0.00 USD
5.	eTRAKiT Credit Card API Annual Maintenance Fee	1	0.00 USD
6.	eTRAKiT eCheck API	1	1,093.95 USD
7.	eTRAKiT eCheck API	1	1,157.63 USD
8.	Horizon Cloud for TRAKiT Annual Access Fee	1	15,315.38 USD
9.	iTRAKiT Code Annual Maintenance Fee	1	0.00 USD
10.	iTRAKiT Inspect Annual Maintenance Fee	1	0.00 USD
11.	iTRAKiT Mobile Annual Maintenance Fee	1	0.00 USD
12.	iTRAKiT Suite Annual Maintenance Fee	1	0.00 USD
13.	LandTRAK Annual Maintenance Fee	1	0.00 USD
14.	LicenseTRAK Annual Maintenance Fee	1	0.00 USD
15.	PermitTRAK Annual Maintenance Fee	1	0.00 USD
16.	ProjectTRAK Annual Maintenance Fee	1	0.00 USD
17.	TRAKiT Community Development Core Annual Maintenance Fee	1	0.00 USD
18.	TRAKiT Credit Card Reader Interface Annual Maintenance Fee	1	1,157.63 USD



Renewal Order prepared by:
Tim DeMoor
tim.demoor@centralsquare.com

19. TRAKIT End User License Annual Maintenance Fee	1	57,881.25 USD
--	---	---------------

Renewal Order Total:	76,605.84 USD
-----------------------------	---------------

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.



Renewal Order prepared by:
Andrew Gallagher
andrew.gallagher@centralsquare.com

Renewal Order #: Q-96950
Start Date: October 1, 2022
End Date: September 30, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
Tommi Sanchez, Hub Manager
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
(760) 777-7077

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Bluebeam Standard License Annual Maintenance Fee	10	1,143.10 USD
2.	Bluebeam Standard License Annual Maintenance Fee	5	0.00 USD
Renewal Order Total:			1,143.10 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

[Click Here to Return to Agenda](#)



MEMORANDUM

TO: Jon McMillen, City Manager

FROM: Tommi Sanchez, Hub Manager

DATE: 4/24/2020

RE: **Solution Maintenance Agreement with Superior, LLC to Provide Hosting and Maintenance Services for the City's Permitting Software (Trakit)**

Attached for your signature.

Please sign the attached agreement(s) and return to the City Clerk for processing and distribution.

Requesting department shall *check* and attach the items below as appropriate:

- Contract payments will be charged to account number: 502-0000-60310_____
- Amount of Agreement, Amendment, Change Order, etc.: **\$_137,258.88_**
- A Conflict of Interest *Form 700 Statement of Economic Interests* from Consultant(s) is attached with
 no reportable interests in LQ or reportable interests
- A Conflict of Interest *Form 700 Statement of Economic Interests* is not required because this Consultant does not meet the definition in FPPC regulation 18701(2).

Authority to execute this agreement is based upon:

- Approved by the City Council on 4/21/2020
- City Manager's signature authority provided under Resolution No. 2019-021 for budgeted expenditures of \$50,000 or less. This expenditure is \$_____ and authorized by Director
- Initial to certify that 3 written informal bids or proposals were received and considered in selection

The following required documents are attached to the agreement:

- insurance approved by Pam Nieto on 4/29/20
insurance certificates as required by the agreement (approved by Risk Manager on _____ date)
- Performance bonds as required by the agreement (*originals*)
- City of La Quinta Business License number _____
- A requisition for a Purchase Order has been prepared (amounts over \$5,000)



Superion Solutions Maintenance Agreement

This Superior Solutions Maintenance Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superior, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superion**") and the City of La Quinta, CA ("**Customer**"), together with Superior, the "**Parties**", and each, a "**Party**".

WHEREAS, Superior offers ongoing maintenance and support services to software applications it has licensed or granted cloud/remote access to; and

WHEREAS, Customer desires to renew these services and/or access rights for an annual term and Superior desires to grant and provide these services and/or access rights, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	City of La Quinta
1000 Business Center Dr. FL 32746	78495 Calle Tampico La Quinta, CA 92253
DocuSigned by: <i>Daniilo Gargiulo</i> AAASB6CFC367424	<i>[Signature]</i>
By: <i>Daniilo Gargiulo</i>	By:
Print Name: Daniilo Gargiulo	Print Name: Jon McMillen
Print Title: SVP Business Transformation, PA	Print Title: City Manager
Date Signed: 4/23/2020	Date Signed: <i>April 28, 2020</i>

1. Superior Solution: Public Administration

2. Term.

- 2.1. The Term of this Agreement shall commence as of the date of last signature herein ("Effective Date") and run through June 30, 2021 unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. At the Customer's election, this Agreement may automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, three (3) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superior Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superior Solutions has been purchased.

APPROVED AS TO FORM: William H. Ihrke, City Attorney *William H. Ihrke*

City of La Quinta, California

- 4.4. **"Baseline"** means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Superior Solutions Customer has currently licensed, subscribed to, or been granted cloud access to, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Superior Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all information, data, documents, materials, works, devices, methods, processes, hardware, software, technologies, inventions, deliverables, technical or functional descriptions, requirements, plans, and reports, provided or used by Superior or any Subcontractor in connection with Support Services rendered under this Agreement.
- 4.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

5. Support Services, Access & Delivery.

- 5.1. Maintenance & Support: Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, during the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 2, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 2.
- 5.2. Access, Scope of Use & Delivery. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. For additional purchases of software and/or hardware from Superior (or Third-Party Offerings through Superior) during the Maintenance Term via Add-On Quote or similar supplemental procurement agreement, Superior shall deliver to Customer the initial copies of the Superior Solution(s) purchased by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**

6. System Control, Limitations & Exceptions.

- 6.1. System Control. Except as otherwise expressly provided in this Agreement: (i) Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and (ii) Customer has and will retain sole control over the operation, maintenance, management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.
- 6.2. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Customer Systems. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 6.3. **Exceptions.** Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 6.3.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 6.3.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 6.3.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 6.3.4. if applicable for various premise based Superior Solutions, any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 6.3.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 6.3.6. any relocation of the Superior Solution other than by Superior personnel;
 - 6.3.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 6.3.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
7. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
8. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
9. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Support Services (each, a "Subcontractor").
10. **Security Measures.** The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.
11. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 11.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 11.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;

- 11.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
- 11.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 11.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems; or Superior's provision of services to any third party, in whole or in part;
- 11.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
- 11.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 11.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

12. Customer Obligations.

- 12.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standard; and (c) provide cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 12.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 12.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 11, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

13. Confidentiality.

- 13.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 13.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 13.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 13.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

- 13.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 13.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 13.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 13.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 13.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

14. Security.

- 14.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 14.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 14.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.

15. Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:

- 15.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 15.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Superior Solutions and perform its other obligations under this Agreement; and
- 15.3. Superior shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

15.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

16. Representations and Warranties.

16.1. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

16.2. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

17. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 email: info@superion.com
Attention: Senior Counsel / Contracts Department**

If to Customer: **City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Phone: _____ email: _____
Attention: _____**

18. Force Majeure.

18.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault

of the Party failing or delaying in performance.

- 18.2. **Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

19. Mutual Indemnification.

- 19.1. **Superior Indemnification.** Superior shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superior Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- 19.1.1. Third-Party Materials or Customer Data;
- 19.1.2. access to or use of the Superior Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;
- 19.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;
- 19.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or
- 19.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

- 19.2. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:

- 19.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;
- 19.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

- 19.3. **Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

- 19.4. **Sole Remedy.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERION SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

20. Termination.

This Agreement may be terminated:

- 20.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 20.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 20.3. Customer may cancel this Agreement at any time by proving no less than sixty (60) days prior written notice to Superior of its intent to Terminate. Customer will be responsible for payment of any money for services rendered through the date of Termination. In the event that Customer terminates under this Section 20.3, Customer shall not be entitled to a rebate, reimbursement or return of any annual fees paid in advance of such termination.

21. Effect of Termination or Expiration.

On the expiration or earlier termination of this Agreement:

- 21.1. all rights, access, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within sixty (60) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and
- 21.2. all access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 21.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 21.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 21.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.
- 22. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors.
- 23. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 24. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
- 24.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 25. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have

exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

26. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

27. LIMITATIONS OF LIABILITY.

LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN THE PREVIOUS TWELVE MONTHS PRECEDING THE ACTIONS LEADING TO WHEN SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

28. Third-Party Materials. Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing/accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

29. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to Maintenance, Support, Access, Service Levels and its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about these services and this subject matter. Nothing contained herein is intended to supersede or nullify any terms and conditions, rights, grants or licensed products purchased previously between the parties in prior Agreements. No modification of this Agreement will be effective unless in writing, signed by each Party, and expressly states that it amends this Agreement. Notwithstanding anything to the contrary herein, official Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer shall constitute supplemental order form amendments to this Agreement by allowing additional products or services to be added when needed.

30. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Cooperative Purchases. This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that

the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

33. Incorporated Exhibits to this Agreement:

- 33.1. Exhibit 1 – Project Cost Summary
- 33.2. Exhibit 2 - Maintenance & Support Standards



EXHIBIT 1

Project Cost Summary

Code	Customer	Contract #	Application	Qty	7/1/2019-6/30/2019	7/1/2020-6/30/2021
4464	La Quinta, CA	Q-00002160	eTRAKIT eCheck API	1	\$ 945.00	\$ 992.25
4464	La Quinta, CA	LAQUINTA-1	TRAKIT-(20 Users)	1	\$ 50,000.00	\$ 52,500.00
4464	La Quinta, CA	LAQUINTA-1	TRAKIT Credit Card Reader Interface	1	\$ 1,000.00	\$ 1,050.00
4464	La Quinta, CA	LAQUINTA-1	AEC TRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	CodeTRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	CRM TRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	Citizen Portal - eTRAKIT	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	Mobility Suite - iTRAKIT	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	LandTrak	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	LicenseTRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	MobileTRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	PermitTRAK	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	ProjectTRAK	1	\$ -	\$ -
4464	La Quinta, CA	150734	BlueBeam Server API for TRAKIT	1	\$ -	\$ -
4464	La Quinta, CA	LAQUINTA-1	eTRAKIT Credit Card API	1	\$ -	\$ -
4464	La Quinta, CA	Q-00002160	eTRAKIT eCheck API	1	\$ 1,000.00	\$ 1,050.00
4464	La Quinta, CA	27058	ASP - TRAKIT	1	See below	\$ 13,891.50
Total					\$ 52,945.00	\$ 69,483.75

Prorated 11 Months						
Code	Customer	Contract #	Application	Qty	8/1/2019-6/30/2020	7/1/2020-6/30/2021
4464	La Quinta, CA	27058	ASP - TRAKIT	1	\$ 12,127.50	See above
Total					\$ 12,127.50	

Code	Customer	Contract #	Application	Qty	10/1/2019-9/30/2020	10/1/2020-6/30/2021
4464	La Quinta, CA	150734	Bluebeam Revu Standard Software	5	\$ -	\$ -
4464	La Quinta, CA	150734	Bluebeam Revu Standard Software	10	\$ 987.53	\$ 1,415.10
Total					\$ 987.53	\$ 1,415.10

PAYMENT TERMS:

- Annual Support & Maintenance Fees are due thirty (30) days prior to commencement of the above Term and annually thereafter on the anniversary of the Execution Date.
- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.



EXHIBIT 2

PART I - Support Standards for Premise Based Solutions

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.



EXHIBIT 3

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Company or around Company's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

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 the document.

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, business engagement, and an upgraded bi-monthly version of The Gem.

FISCAL IMPACT

The 2022/23 Budget would allocate \$125,000 for Chamber services in the Marketing & Tourism account (101-3007-60461). This includes:

- | | |
|---|-------------------|
| • The <i>Gem</i> magazine | \$ 80,000 |
| • State of the City | \$ 25,000 |
| • Hot Rod & Custom Car Show sponsorship | \$ 10,000 |
| • Business Engagement | \$ 10,000 |
| | TOTAL: \$ 125,000 |

This is a \$26,500 increase from the 2021/22 MOU.

BACKGROUND/ANALYSIS

The MOU would be managed by the City Manager's Office. The scope of work includes:

- Improvement of *The Gem*, a print publication distributed to approximately 23,000 residences and businesses in La Quinta
 - Change the publication schedule to bi-monthly
 - Increase content through six (6) publications
 - Increase city page count to 10-12 pages per edition
 - Upgrade front and back covers
 - Increase page count per publication
- State of the City
 - Upgraded event due to the 40th Anniversary
 - Dedicated Event Specialist for coordination
 - Includes AV enhancement, upgraded dining options, outdoor package, additional upgrades/enhancements
- Hot Rod & Custom Car Show Sponsorship
 - Chamber would manage exhibitors, security, the beer garden, food vendors, entertainment and licensing
 - Enhanced event with a multi-year plan to evolve the Car Show into a well-branded classic car show among the ranks of other statewide shows.
- Business Outreach/Services
 - Ombudsman-like Services
 - Strategic Advertising/PR
 - Regional Investment
 - Workforce and Business Development
 - Data Collection of City's Businesses

ALTERNATIVES

Council may choose to make modifications to the scope and/or funding levels.

Prepared by: Marcie Graham, Marketing Manager

Approved by: Gil Villalpando, Director

Attachment: 1. Scope of Work from the Greater Coachella Valley Chamber of Commerce

The Gem

Objectives:

Through this contract, the City of La Quinta and the Greater Coachella Valley Chamber of Commerce seek to improve the perceived value of the Gem magazine and to enrich the presentation of the magazine. These objectives will be achieved through changing the publication schedule to bi-monthly distribution, increasing content through consolidating the twelve (12) publications into six (6) publications, and by enhancing the front and back covers of the magazine to Soft Touch AQ paper.

Changes from previous year:

- Upgrade Front & Back Covers to Soft Touch AQ
- Increase total page count per edition
- Flexible page space for the City of La Quinta (10-12 pages per edition)
- The option for the City of La Quinta to add additional pages, as needed on a per edition basis
- Consolidation from twelve to six editions
- Improvement to Digital Distribution and impressions via strategic marketing and placement of the Gem online.
- Shared publication calendar via Outlook featuring Gem milestones (e.g. - creation, layout, proof period, print, & delivery schedules)

Publication Schedule:

Edition	Suggested Theme	Publication Range	Milestone Deadlines for Content Submissions	Milestone Deadlines for Final Proof	Target Mailbox Delivery Date
Edition 1	Summer Edition	July/August	6/10/2022	6/23/2022	July 1 - July 3
Edition 2	Fall Edition	September/October	8/10/2022	8/23/2022	September 1 - September 3
Edition 3	The Holiday Edition	November/December	10/10/2022	10/24/2022	November 1 - November 3
Edition 4	New Year's Edition	January/February	12/10/2022	12/23/2022	January 1 - January 3
Edition 5	Spring Edition	March/April	2/10/2023	2/21/2023	March 1 - March 3
Edition 6	Live & Love La Quinta	May/June	4/10/2023	4/24/2023	May 1 - May 3

*GCVCC to provide proof to the City of La Quinta sufficient for two days of review and comment before the final proof is due

**Suggested themes may be modified by the City of La Quinta

***In the case that milestone deadlines are not met, expectations for fulfillment and delivery will be modified accordingly

Rates:

The annual rate for printed and digital distribution of the Gem are as follows: \$80,000 Annually. Additional pages may be requested on a per-edition basis. City content in excess of 12 pages to be billed additionally at a rate of \$1,100 per page.

The rates above provide the City of La Quinta with up to 12 pages of content per edition, including upgraded "Soft Touch AQ" front and back covers, and improved digital distribution. No prorated rate considerations for the months in which the City does not maximize its page usage. Annual Rate accounts for six editions over the period of July 1, 2022 - June 30, 2023.

KPI's / Deliverables: Key Performance Indicators for quarterly or semi-annual reporting would include consumer feedback via surveying, digital analytics for open rates and impressions made by digital efforts, and the quality design, presentation and formatting of the publication.

Annual State of the City

Objective:

The Greater Coachella Valley Chamber of Commerce has historically produced an Annual State of the City event with sponsorship from the City of La Quinta. As the format, festivity and production of special events continues to evolve, the Chamber aims to offer the City of La Quinta a basic event package with upgrade opportunities to enhance the event's design.

Changes from Previous Year:

- Dedicated Event Specialist for coordination & contact
- Pre-arranged check in meetings 6 months, 3 months, 2 months, and 1 month from the event
- Enhancement/Upgrade Options
- Rate adjustments due to inflation

Milestones:

The City of La Quinta is responsible for meeting the following milestones. Failure to meet these milestone deadlines may affect sales, marketing, and overall event outcomes. The Chamber will pre-plan milestone meetings with the City of La Quinta 6 months, 3 months, 2 months, and 1 month from the event to help ensure milestones are met.

Milestones	Objective
4-6 months prior to event	Identifying the Event Design Scheme or Theme (e.g. - colors, themes)
4-6 months prior to event	Determining the format of the event (e.g. - moderated panel, keynote speaker, etc.)
4-6 months prior to event	Determining a loose framework for the events actual timeline
3 months prior to event	Selecting a venue from what the Chamber has proposed
13-14 weeks prior to event	Proof Period for Marketing Materials and Graphic Design Elements

Rates:

Base Package | \$12,000

- Event Planning, Coordination, & Day of Event Production
- Vendor coordination & management
- Graphic Design & Invitation Design (does not include printed invitations)
- Standard marketing efforts through Chamber network
- Invitation & Registration Management
- Breakfast or Luncheon event
- Business Awards
- Basic Stage Design (podium, microphone, flag display, & foliage)

The base package does not include printed invitations. Standard marketing efforts through the Chambers network is limited to e-blasts, calendar invitations, web listings, and social media sharing. The base package accounts for a morning or midday event featuring a breakfast or lunch component. It does not include dinner events or upgraded menus above market price banquet menus. Stage design is limited to a podium, microphone, flag display, and foliage. The base package may be further customized with additions or upgrades to the City's liking. Upgrades, additions or enhancements beyond the base package are not included in the costs of the base package. Upgrades, additions, and/or enhancements will result in additional charges as accrued. Such upgrades, additions and/or enhancements may include (but are not limited to):

AV Enhancement | \$3,000+ | Upgraded AV including outdoor or specialized screens, teleprompters, and multiple microphones may be added. Such AV enhancements will begin at rate of \$3,000+ dollars. Rates will be dependent on the total number of enhancements selected.

Outdoor Package | \$3,000+ | Outdoor events will incur additional fees for outdoor shading, fencing, and non-alcoholic beverage stations. Such enhancements will begin at a rate of \$3,000+ dollars. Rates will be dependent on the total number of enhancements selected and appropriate for the event location.

Upgraded Dining Options | \$3,000+ | Food and beverage upgrades may be incurred if the event is hosted during non-traditional business conference hours. Dinner and evening events will incur additional fees. Upgraded menus are defined as those menus priced at \$15+ more than market rate business lunches. And, as those menus that feature multiple caterers. Upgraded menus begin at a rate of \$3,000+ dollars.

Marketing Enhancement | \$500 - \$1,500 | Event marketing may be enhanced to include traditional media buys. Mixed media packages may include radio, television, billboard, and/or digital marketing. The City may purchase as much or as little media marketing enhancements as it would like. The Chamber will provide a marketing plan proposal (inclusive of marketing mediums, frequency, and distribution) to the City based on its budget for enhanced marketing. The City may adjust its budget towards enhanced marketing beginning with a commitment of \$500.

Other Upgrades and Enhancements | As with all special events there are endless possibilities to enhance the event. The Chamber's base package incorporates standard market provisions for midweek, daytime business conferences. Other upgrades, customizations and enhancements are possible and will be billed as accrued. The Chamber will provide upgrade costs to the City for approval before they are confirmed or billed.

KPI's / Deliverables for annual reporting will be based on achievement of milestone deadlines, achievement of pre-planned milestone meeting dates between the City & Chamber staff, increased event attendance with reporting on the number of La Quinta based businesses in attendance and in support of the event.

Annual La Quinta Car Show

Objective: The Annual La Quinta Car show is an annual event growing in popularity and attendance. The Chamber will convene a working committee of La Quinta locals to plan, coordinate, and produce the Annual Car Show. And to, Outline a progressive, multi-year plan to evolve the Car Show into a well-branded classic car show among the ranks of other statewide shows.

Changes from Previous Year:

- Enhanced marketing plan to include media buys, purchased geo-targeting and geo-fencing data to market the event in advance.
- Enhancement/Upgrade Options
- Surveying to identify the interests of the local community, tourism market, and car enthusiasts
- Rate adjustments due to inflation

Multi-Year Plan

Year 1 - Committee development, surveying effort, and implementation of a first time digital marketing campaign

Year 2 - Evolve the event to include either a multi-day component or other “branding” feature as determined by the committee, a strategic outreach campaign to include car clubs and enthusiasts from the broader Southern and Central California market, and strategic digital marketing with the goal of increasing attendance of exhibitors and visitors.

Year 3 - Evolving the event to include on site car sales and/or a live auction, as well as to maintain the increasing strategic marketing investments

Rate:

\$10,000 City Sponsorship (inclusive of \$4,000 towards strategic, digital marketing; surveying; and investment into the traditional format for the event)

The Chamber may provide additional investment options for professional surveying and upgraded marketing options for City consideration.

KPI's / Deliverables include annual reporting of committee formation and development, surveying data, production of a a multi-year plan to enhance the event drawing on other signature car show events as reference points, increased participation from the classic car community, increased attendance by the community, marketing analytics for any paid advertising or paid digital marketing.

Economic Development Initiatives | Business Engagement

Objective: Plan, coordinate, and foster regular and ongoing business engagement with the local business community through site visits, "connection" calls, business surveying, resource guides, and strategic communications.

Rate: The rate for business engagement services is inclusive of the items below and includes Chamber staff time and presence in the local, La Quinta business community; as well as hosting of events and programs within the City of La Quinta and/or delivered specifically to the La Quinta business community. Annual rate of \$10,000.00.

Ombudsman-like Services

Create tools and resources available at the Chamber to assist entrepreneurs and locals with how to do business in La Quinta, and to navigate business development opportunities. Leverage the Chamber staff as an extension of the City's working hands

Strategic Advertising & PR

Create, facilitate, and execute strategic advertising and marketing plans to promote and/or improve awareness of our collaborative efforts. Use advertising & PR to improve awareness and engagement throughout the community.

Regional investment

Invest in the Chamber's diversity, advocacy, workforce, education, and collaborative programs for distribution through the City of La Quinta and beyond.

Workforce & Business Development

Create semi-regular events, assessments, and workflows to empower shared opportunities to collect data on local workforce & business development; and that provide development opportunities locally

Data Collection

Contribute by collecting data through site visits and new member sign ups. The information will assist the City in a "business data bank" for future correspondence and partnerships.

KPI's / Deliverables Quarterly reporting for staff and city council on the number of local business engagements within the City of La Quinta, Shared Data from Connection Calls, Identification of the number of programs and events made available to La Quinta based businesses, and quality impressions/interactions with businesses in the City of La Quinta.

**Total Proposed Scope of Work for Fiscal Year 2022/23:
\$125,000**

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: APPROVE CANCELLING THE REGULAR CITY COUNCIL MEETINGS OF JULY 5, AUGUST 16, AND SEPTEMBER 6, 2022

RECOMMEDATION

Approve cancelling the regular City Council meetings of July 5, August 16, and September 6, 2022.

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 City Manager and Executive Team have reviewed the items requiring Council consideration, and all matters that require Council review have been scheduled for the July 19 and August 2, 2022 meetings.

The recommended summer meeting schedule is as follows:

- June 21 regular meeting
- July 5 CANCELLED
- July 19 regular meeting
- August 2 regular meeting
- August 16 CANCELLED
- September 6 CANCELLED
- September 20 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 two meetings, or cancel no meetings.

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

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO APPROVE AMENDED FRANCHISE AGREEMENT WITH BURRTEC WASTE AND RECYCLING SERVICES, LLC FOR SOLID WASTE HANDLING SERVICES AND ADJUSTED MAXIMUM SERVICE RATES

RECOMMENDATION

Adopt a Resolution to approve an Amended Franchise Agreement with Burrtec Waste and Recycling Services, LLC for Solid Waste Handling Services and adjusted maximum service rates; and authorize the City Manager to execute the amended agreement.

EXECUTIVE SUMMARY

- The City of La Quinta (City) has had a Franchise Agreement (Agreement) with Burrtec Waste and Recycling Services, LLC (Burrtec) since 2007. The current 10-year Agreement was approved in 2016.
- SB 1383 legislation launched in January 2022, requiring the City to provide Organics Recycling programs and services to all residents and businesses. These programs and services are not included in the current Agreement with Burrtec.
- The term of the amended Agreement (Attachment 1) is 15 years, effective July 2022 through June 2037. This length enables Burrtec to maintain lower rates throughout the Agreement term and reduce the initial impact of added costs for implementing SB 1383 Organics Recycling programs and services.

FISCAL IMPACT

There is no change to the current 10% Franchise Fee on Burrtec's gross receipts or AB 939 fee schedule for residential and commercial. The Agreement will annually generate approximately \$850,000 in Franchise Fees to the General Fund; \$60,000 in AB 939 funding for the City's recycling program efforts; and \$108,000 in reimbursable administration fees over the term of the agreement.

BACKGROUND/ANALYSIS

In July 2007, the City entered into a 9-year Agreement with Burrtec for solid waste handling services. The initial term was amended in 2016 due to significant recycling legislation. Assembly Bill 341 required mandatory recycling for businesses and multi-family dwellings. Assembly Bill 1826 required mandatory commercial organics recycling for businesses. These mandates increased Burrtec's service costs. The amended 10-year Agreement that covers these services expires in June 2026.

With the implementation of Senate Bill 1383 (SB 1383) in 2022, the City is required to provide Organics Recycling to all residents and businesses to support State-wide organic waste disposal reduction targets. These programs and services are not included in the current Agreement with Burrtec. This amended Agreement incorporates changes to successfully implement SB 1383 requirements.

SB 1383 Required Programs and Services

- Residential food waste collection
- Contamination monitoring and inspection
- Edible food recovery for businesses
- Education and outreach
- City procurement of recycled organic waste products
- Compliance reporting and State inquiries
- Container labels indicating accepted materials
- Standardized container colors

The City and Burrtec will conduct inspections, remote monitoring, and compliance reviews from January 2022 through December 2023. Those found not in compliance with SB 1383 regulations will be provided educational materials to assist with compliance. Beginning January 2024, the City may issue violations with monetary penalties for those found not in compliance.

Rate Adjustments

The total monthly cost adjustment for new SB 1383 residential services will be spread out over the first four years of the Agreement. The annual increase of rates will not be higher than the local region Consumer Price Index (CPI) average annual increase and must be negotiated by the City Manager. Residential service rates in La Quinta are and will continue to be among the lowest in the Coachella Valley.

Residential Services – The proposed 2022 Maximum Rate Schedule (Attachment 2):

Single-Family Dwelling	2021 Rate (existing)	2022 Rate (proposed)
Service Component	\$11.26/month	\$12.35/month
Disposal Component	\$6.40/month	\$6.40/month
AB 939 Fee	\$0.10/month	\$0.10/month
Total Rate	\$17.76/month \$213.12/year	\$18.85/month \$226.20/year

Additional Residential Services	2021 Rate (existing)	2022 Rate (proposed)
Additional Refuse Cart	\$7.93/month \$95.16/year	\$8.41/month \$100.92/year
Backyard Service for 3 containers	\$7.48/month \$89.76/year	\$14.96/month \$179.52/year
Backyard Service additional container	\$7.48/month \$89.76/year	\$2.95/month \$34.40/year
PGA 2nd Pick-up Day	\$14.14/month \$169.68/year	\$14.92/month \$179.04/year
Surcharge for Homeowners Association desiring Monday service	10% of Service Component	10% of Service Component

Commercial Services – Burrtec will continue to educate businesses and multi-family dwellings about decreasing their overall waste handling costs. Recycling rates are about half the cost of landfill waste rates. Additionally, the proposed landfill rate increase is approximately 13.5%, while the recycling rate increase is 8% and food waste rate increase is just 3.5%.

ALTERNATIVES

Council may direct staff to publish a Request for Proposal and competitively bid these services. Staff does not recommend this alternative because of Burrtec’s past performance and overall community satisfaction with services provided.

Prepared by: Jeremy Griffin, Management Specialist
 Approved by: Gilbert Villalpando, Director

Attachments: 1. Amended Franchise Agreement with Burrtec
 2. 2022 Maximum Rate Schedule

[Click Here to Return to Agenda](#)

RESOLUTION NO. 2022 - 013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AN AMENDED AND RESTATED FRANCHISE AGREEMENT WITH BURRTEC WASTE AND RECYCLING SERVICES, LLC FOR SOLID WASTE HANDLING SERVICES, EFFECTIVE JULY 1, 2022

WHEREAS, the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 *et seq.*) has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code Sections 49300 and 49500, and the applicable provisions of the City Charter and Municipal Code, the City of La Quinta ("City") has determined that the public health, safety, and well-being require that an ~~Exclusive Franchise Agreement~~ ("~~Agreement~~") exclusive franchise agreement be awarded to a qualified company for the collection, transportation, recycling, processing, and disposal of solid waste and other services to meet the goals and requirements of AB 939; and

WHEREAS, on May 15, 2007, the City entered into ~~an Agreement~~ a franchise agreement with Burrtec Waste and Recycling Services, LLC ("Burrtec") to provide solid waste handling services within the City; the term of the ~~Agreement~~ agreement was from July 1, 2007 through June 30, 2016; ~~the~~ ("~~Original Agreement~~"); and

WHEREAS, the City entered into an Amended and Restated Agreement ("Amendment No. 1") with Burrtec on May 3, 2016, for the purpose of providing continued and expanded solid waste handling services within the City; the term of the amendment was from July 1, 2016 through June 30, 2026; and

WHEREAS, the City wishes to enter into ~~an~~ a revised Amended and Restated Agreement ("~~Amendment No. 2~~") with Burrtec, to be effective July 1, 2022, subject to the terms and conditions set forth in this Resolution and the revised Amended and Restated Agreement, and thereby grant the exclusive franchise for solid waste handling services in the City to Burrtec as more fully set forth in the revised Amended and Restated Agreement; and

WHEREAS, California Public Resources Code Section 49300 requires the City Council to approve the terms of the proposed revised Amended and Restated Agreement with Burrtec pursuant to a City Council Resolution.

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

SECTION 1. The City of La Quinta hereby approves the Amended And Restated Franchise Agreement (~~“Amendment No. 2”~~) between the City of La Quinta and Burrtec Waste and Recycling Services, LLC, Effective July 1, 2022 (“revised Amended And Restated Agreement”), and in the form of Attachment 1 to the Staff Report accompanying this Resolution, to collect, transport, recycle, process, and dispose of solid waste, recyclables, and organic waste from all residents and businesses within the City.

SECTION 2. The term of ~~this Amendment No. 2~~ the revised Amended And Restated Agreement shall be for a 15 year term, from July 1, 2022, through June 30, 2037.

SECTION 3. The City Manager, with concurrence of the City Attorney, may make non-substantive edits to the ~~Amendment No. 2~~ revised Amended And Restated Agreement as required.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, and Mayor Evans

NOES: None

ABSENT: None

ABSTAIN: None

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

[Click Here to Return to Agenda](#)

AMENDED AND RESTATED AGREEMENT

BETWEEN

CITY OF LA QUINTA

AND

BURRTEC WASTE AND RECYCLING SERVICES, LLC

FOR

SOLID WASTE HANDLING SERVICES

EFFECTIVE JULY 1, 2022

TABLE OF CONTENTS

SECTION 1. RECITALS..... 2

SECTION 2. DEFINITIONS..... 2

2.1 AB 341 3

2.2 AB 939 3

2.3 AB 1826 3

2.4 Affiliate 3

2.5 Animal Waste 3

2.6 Bins..... 4

2.7 Bulky Items 4

2.8 CalRecycle 4

2.9 Cart..... 5

2.10 City 5

2.11 City Limits..... 5

2.12 City Manager 5

2.13 Collect/Collection..... 5

2.14 Commercial Premises..... 5

2.15 Container 6

2.16 Contractor 6

2.17 Customer..... 6

2.18 Dwelling Unit 6

2.19 Effective Date..... 7

2.20 Environmental Laws..... 7

2.21 Food Waste 8

2.22 Franchise Area..... 8

2.23 Franchise Fee..... 8

2.24 Green Waste 9

2.25 Gross Receipts 9

2.26 Hazardous Substance..... 9

2.27 Hazardous Waste 10

2.28 Multi-Family Dwelling..... 11

2.29 Municipal Code 11

2.30 Organic Waste 11

2.31 Person 12

2.32 Premises..... 12

2.33 Recyclable Material..... 13

2.34 Residential Premises..... 13

2.35 Rolloff Box 13

2.36 Single Family Dwelling..... 14

2.37 Solid Waste..... 14

2.38 Solid Waste Handling Services 14

2.39 Special Wastes..... 15

2.40 Temporary Service 15

2.41 Term..... 15

SECTION 3. GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FROM ALL RESIDENTIAL AND COMMERCIAL PREMISES, AND FOR PROVIDING TEMPORARY SOLID WASTE HANDLING SERVICE.....	17
3.1 Scope of Franchise	17
3.2 Matters Excluded from Scope of Franchise	17
SECTION 4. ENFORCEMENT OF EXCLUSIVITY	18
SECTION 5. ACCEPTANCE; WAIVER	18
SECTION 6. TERM.....	19
SECTION 7. CONDITIONS TO EFFECTIVENESS OF AGREEMENT	19
7.1 Accuracy of Representation	19
7.2 Absence of Litigation	19
7.3 Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guarantee	19
7.4 Effectiveness of City Council Action.....	19
7.5 Payment of Fees and Costs	20
SECTION 8. SOLID WASTE HANDLING SERVICES PROVIDED BY CONTRACTOR ...	20
8.1 General	20
8.1.1 Equipment.....	20
8.1.2 Performance Standards	20
8.1.3 Noise and Disruption	20
8.1.4 Collection Times.....	20
8.1.5 Collection Schedule	20
8.1.6 Commingling of Routes.....	21
8.1.7 Replacement of Containers	21
8.1.8 Contractor’s Containers	21
8.1.9 Missed Pick-ups.....	23
8.1.10 Record of Non-collection.....	23
8.2 Residential Solid Waste Handling Service.....	23
8.2.1 Single Family Dwellings – Automated Collection	23
8.2.3 Backyard Service	24
8.2.4 Single Family Dwellings – Bin Collection	24
8.2.5 Recycling Program for Single Family Dwellings Using Carts.....	24
8.2.6 Recycling Program for Single Family Dwellings Using Manual Service	Error!
Bookmark not defined.	
8.2.7 Recycling Program for Single Family Dwellings Using Bin Service.....	25
8.2.8 Organic Waste Program for Single Family Dwellings Using Carts	25
8.2.9 Organic Waste Program for Single Family Dwellings Using Bin Service.....	25
8.2.10 Multi-Family Dwelling Organic Waste Program	26
8.2.11 Use of Bins for Multi-Family Dwelling Customers	26
8.2.12 Multi-Family Dwelling Recycling Program.....	26
8.2.13 Residential Bulky Item Service	27
8.2.14 Bulky Item Diversion.....	28
8.2.15 Proper Handling of Bulky Items.....	28
8.2.16 Residential Sharps Collection Program	28
8.2.17 Residential Non-Controlled Medication Collection Program.....	28
8.2.18 [Intentionally Omitted]	29
8.2.19 Residential Used Oil and Oil Filter Collection Program	29

8.3	Commercial Solid Waste Handling Services	29
8.3.1	Commercial Bins and Roll-off Boxes	29
8.3.2	Commercial Carts	29
8.3.3	Commercial Recycling Program	29
8.3.4	Organic (Food Waste/Greenwaste) Waste Diversion Program	30
8.3.5	Commercial Bulky Item Service.....	31
8.4	Temporary Services.....	31
8.5	Recycling Obligations and Public Education Program	32
8.5.1	Minimum Requirements for Delivery of Recyclable Materials and Organic Waste 32	
8.5.2	Extent of Applicable Franchise Rights	32
8.5.3	AB 939 Obligations, Guarantee, and Indemnification.....	33
8.5.3.1	Warranties and Representations	33
8.5.3.2	Waste Reduction and Program Implementation.....	33
8.5.3.3	Guarantee and Indemnification	33
8.5.4	Waste Generation/Characterization Studies	34
8.5.5	Implementation of Additional Diversion Services	34
8.6	Additional Services	35
8.6.1	Biennial Document Shredding Events	35
8.6.2	City Sponsored Events	35
8.6.3	Recycling Assistance for Special Events	35
8.6.4	Bin and Bin Enclosure Cleaning.....	35
8.6.5	Litter Abatement.....	36
8.6.6	Holiday Trees.....	36
8.6.7	Handling of Electronic Waste.....	36
8.6.8	Acceptance of Recyclable Materials and Household Hazardous Waste	36
8.7	Special Services.....	36
8.8	Street Sweeping.....	37
8.9	Pilot Programs.....	41
SECTION 9. MINIMUM STANDARDS FOR CONTRACTOR'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES		49
9.1	General	49
9.2	Air Quality/Fuel Requirements	49
9.3	Specific Requirements.....	50
9.4	Costs of Operation and Damages.....	51
9.5	City Inspection	51
9.6	Correction of Defects and Removal of Vehicles from Use within City.....	52
SECTION 10. CONTRACTOR'S SOLID WASTE HANDLING SERVICE PERSONNEL.....		52
10.1	Uniforms.....	52
10.2	Identification of Employees.....	52
10.3	Employee List.....	52
10.4	Driver's License	52
10.5	Discontinued Use of Unsatisfactory Employees	52
10.6	Training and Legal Compliance	52
10.7	Customer Service.....	53
10.7.1	Local Office; Local Participation.....	53

10.7.2	Telephone Customer Service Requirements.....	53
10.7.3	Complaint Documentation.....	54
10.7.4	Resolution of Customer Complaints.....	54
10.7.5	Government Liaison.....	54
10.8	Education and Public Awareness	55
10.8.1	General.....	55
10.8.2	Implementation and On-going Education Requirements.....	55
SECTION 11. CONTRACTOR'S CONSIDERATION.....		56
11.1	Administrative Cost Reimbursement.....	56
11.2	Franchise Fee.....	56
11.3	Services at City Facilities.....	57
11.4	AB 939 Fee.....	57
SECTION 12. CHARGE FOR LATE PAYMENTS.....		59
SECTION 13. CONTRACTOR'S BILLING SERVICES AND SYSTEMS		59
13.1	Residential Customers.....	59
13.1.1	General – Tax Roll Billing.....	59
13.1.2	Credit for Residential Customers Receiving Bin Service.....	59
13.1.3	Refunds for Vacant Properties	59
13.2	Billing and Payment for Commercial and Multi-Family Customers	60
13.2.1	General.....	60
13.2.2	Unoccupied Premises.....	60
13.2.3	Delinquent Accounts.....	60
13.2.4	Minimum Requirements for Billing Statements.....	61
13.2.5	Billing System.....	61
13.2.5.1	Computerization of Account Information	61
13.2.5.2	Minimum Computer Programming Requirements.....	61
13.2.6	Billing Inquiries	62
13.2.7	Distribution of Public Information.....	62
13.3	Payment, Accounting Systems	62
13.3.1	Collection and Processing of Payments.....	62
13.3.1.1	Accounting and Deposit of Funds.....	62
13.3.1.2	Allocation of Funds	62
13.3.1.3	Allocation of Funds by City	63
13.3.1.4	Tax Roll Payments Limited.....	63
SECTION 14. FAITHFUL PERFORMANCE.....		63
SECTION 15. INSURANCE COVERAGE.....		64
15.1	Minimum Scope of Insurance.....	64
15.2	Minimum Limits of Insurance.....	65
15.3	Deductibles and Self-Insured Retentions.....	65
15.4	Other Insurance Provisions.....	65
15.4.1	General Liability and Automobile Liability Coverages.....	65
15.4.2	Workers' Compensation and Employers Liability Coverage.....	66
15.4.3	All Coverages.....	66
15.5	Acceptability of Insurers.....	66
15.6	Verification of Coverage.....	66
15.7	Loss or Reduction in Insurance	66

SECTION 16. ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS.....	67
16.1 General.....	67
16.2 “Assignment” to be Broadly Interpreted	67
16.3 Nature of Agreement – Personal to Contractor	67
16.4 Procedure for Consideration of Assignment	67
16.5 Assignment to a Family Member	69
SECTION 17. REVIEW OF SERVICES AND PERFORMANCE.....	69
17.1 Performance Hearing.....	69
17.2 Performance Satisfaction Survey.....	70
SECTION 18. CITY’S REMEDIES; DEFAULT AND TERMINATION.....	71
18.1 Notice of Default	71
18.2 Failure to Cure	71
18.3 Review by City Manager	71
18.4 City Council Review	71
18.5 Performance During Reviews.....	72
18.6 Termination without Right to Cure	72
18.7 Liquidated Damages	73
18.7.1 General.....	73
18.7.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards	73
18.7.3 Calculations for Liquidated Damages.....	74
18.7.3.1 Collection Reliability.....	74
18.7.3.2 Collection Quality.....	74
18.7.3.3 Customer Responsiveness	74
18.7.3.4 Timeliness of Submissions to City	75
18.7.4 Process for Assessment of Liquidated Damages	75
18.7.5 Timing of Payment	75
SECTION 19. CONTRACTOR’S REMEDIES; ADMINISTRATIVE HEARING.....	75
19.1 Administrative Hearing	75
19.2 Other Remedies; Claims.....	76
19.3 Actions for Damages	76
SECTION 20. CITY’S ADDITIONAL REMEDIES.....	76
SECTION 21. RIGHTS OF CITY TO PERFORM DURING EMERGENCY	77
21.1 Provision of Service.....	77
21.2 Possession of Equipment.....	77
21.3 Exclusions from Right to Possession of Equipment without Compensation	77
SECTION 22. PRIVACY	77
SECTION 23. REPORTS AND ADVERSE INFORMATION.....	78
23.1 Monthly Reports.....	78
23.2 Quarterly Reports	78
23.3 Annual Reports.....	79
23.4 Financial Report	79
23.5 Adverse Information.....	80
23.6 Disaster Plan	80
23.7 Failure to Report.....	81

SECTION 24. COMPENSATION	81
24.1 Contractor Rates	81
24.2 Resolution of Disputes Regarding Rate Adjustments	81
24.3 Annual Consumer Price Index Adjustments to Service Component.....	81
24.4 Limitations to Annual CPI Adjustments to Service Component.....	82
24.4.1 Rate Guarantee.....	82
24.4.2 Six Percent (6%) Cap.....	82
24.4.3 Compliance with Agreement	82
24.5 Disposal Component Adjustments	83
24.6 Discretionary Adjustments	83
24.7 Grants.....	83
SECTION 25. IDENTIFICATION OF CONTRACTOR	84
SECTION 26. CITY'S FLOW CONTROL OPTION	84
SECTION 27. INDEMNIFICATION.....	84
27.1 General.....	84
27.2 Hazardous Substances Indemnification.....	85
SECTION 28. CONTRACTOR'S BOOKS AND RECORDS; AUDITS.....	87
28.1 Maintenance and Inspection of Records.....	87
28.2 CERCLA Defense Records	87
28.3 Audits.....	88
28.3.1 Annual Examination of Services	88
28.3.2 Discretionary Audits	88
28.3.3 Route Audit.....	88
SECTION 29. TRANSITION OBLIGATIONS.....	89
SECTION 30. GENERAL PROVISIONS	90
30.1 Force Majeure.....	90
30.2 Independent Contractor	90
30.3 Pavement Damage	90
30.4 Property Damage	91
30.5 Right of Entry	91
30.6 Law to Govern; Venue	91
30.7 Amendment	91
30.8 Notices.....	91
30.9 Guarantee of Contractor's Performance	92
30.10 Savings Clause.....	92
30.11 Exhibits Incorporated	92
30.12 Joint Drafting.....	92
30.13 Attorneys' Fees and Litigation Costs	92
30.14 City's Authorized Agent.....	92
30.15 Integrated Agreement	93
30.16 Section Headings	93
30.17 Compliance with Law.....	93
EXHIBIT A MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES	
EXHIBIT B CONTAINER/BIN SPECIFICATIONS	
EXHIBIT C CITY FACILITIES	
EXHIBIT D CITY SPONSORED EVENTS	

EXHIBIT E CORPORATE GUARANTEE

AGREEMENT

This Amended and Restated Agreement (“Agreement”) is entered into to be effective as of the ____ day of _____ 2022, by and between the City of La Quinta (“City”) and Burrtec Waste and Recycling Services, LLC (“Contractor”) (collectively, the “Parties”) to provide an exclusive franchise for Solid Waste Handling Services within the City.

RECITALS:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all Solid Waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for Solid Waste Handling Services within the City Limits.

D. City and Contractor previously entered into that certain Agreement between City of La Quinta and Burrtec Waste and Recycling Services, LLC for Solid Waste Handling Services, Effective July 1, 2007 (the “Prior Agreement”) and the parties wish to supersede the Prior Agreement and enter into this Amended and Restated Agreement between City of La Quinta and Burrtec Waste and Recycling Services, LLC for Solid Waste Handling Services, Effective July 1, 2016.

E. City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act (“RCRA”), and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). City and Contractor desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an “arranger” or a “generator” as those terms are used in CERCLA, and that it is Contractor, not City, who is “arranging for” the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Contractor’s performance under this Agreement.

F. The State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

G. SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and, SB 1383 Regulations require the City to implement Collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, and Contractor desires to take on these responsibilities.

COVENANTS:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

SECTION 1. RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

“AB 341” shall mean collectively the act to amend Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, to add Sections 40004, 41734.5, and 41780.01 to, to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and to add and repeal Section 41780.02 of, the California Public Resources Code, which mandates businesses and public entities generating four (4) cubic yards or more of waste per week and multifamily residential dwellings with five (5) units or more to recycle.

2.2 AB 939

“AB 939” shall mean the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 *et seq.*, as it may be amended from time to time.

2.3 AB 1826

“AB 1826 shall mean an act to add Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, which mandates recycling of Organic Waste by businesses.

2.4 Affiliate

“Affiliate” means a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.5 Animal Waste

“Animal Waste” shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

Back-Haul

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A) (or successor section).

2.6 Bins

“Bins” shall mean a metal Container, including dumpsters, compactors, and any similar such devices with a capacity of under ten (10) cubic yards.

Blue Container

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) (or successor section) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials (SSBCOW).

Bulky Items

“Bulky Items” means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as “white goods”); Residential wastes (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items shall specifically include electronic equipment (including stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar items commonly known as “brown goods” and “e-waste”), batteries, and florescent light tubes. Bulky Items do not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove. A single Bulky Item is intended to mean an single appliance or other item meeting the above definition, or a single “bundle” of small items (such as tree limbs or stumps) that have been secured together so as to be able to be lifted and moved by no more than two men. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

California Code of Regulations or CCR

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

2.7 CalRecycle

“CalRecycle” means California’s Department of Resources Recycling and Recovery.

2.8 Cart

“Cart” means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.9 City

“City” shall mean the City of La Quinta, a municipal corporation, located in Riverside County, California.

2.10 City Limits

“City Limits” shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City of La Quinta, and which are from time to time amended to reflect changes.

2.11 City Manager

“City Manager” shall mean the City Manager of the City of La Quinta or his or her designee.

2.12 Collect/Collection

“Collect” or “Collection” shall mean to take physical possession of, transport, and remove Solid Waste from a premises.

Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7) (or successor section). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7) (or successor section).

2.13 Commercial Premises

“Commercial Premises” means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Municipal Code, or otherwise, for purposes of this Agreement Premises upon which Hotels, and Motels are operated, and Premises upon which four or more Dwelling Units exist shall be deemed to be Commercial Premises.

Compostable Plastics or Compostable Plastic

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C) (or successor section(s)).

Compost

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.

2.14 Container

“Container” means any and all types of Solid Waste receptacles, including Carts, Bins, and receptacles provided by Customers.

2.15 Contractor

“Contractor” shall mean Burrtec Waste and Recycling Services, LLC, the entity granted the franchise pursuant to this Agreement, or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

2.16 Customer

“Customer” shall mean any person receiving Solid Waste Handling Services from Contractor within the Franchise Area.

Diversion

“Diversion” (or any variation thereof including “Divert”) means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

2.17 Dwelling Unit

“Dwelling Unit” shall have the meaning set forth in the Municipal Code.

Edible Food

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) (or successor section) shall apply to this Agreement.

2.18 Effective Date

“Effective Date” shall mean July 1, 2022.

2.19 Environmental Laws

“Environmental Laws” means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §2601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Excluded Waste

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24) (or successor section).

Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) (or successor section) shall apply to this Agreement.

Food Recovery Service

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26) (or successor section).

Food Scraps

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

Food-Soiled Paper

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

2.20 Food Waste

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

2.21 Franchise Area

“Franchise Area” shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.22 Franchise Fee

“Franchise Fee” shall mean the franchise fee set forth and more fully defined in Section 11 hereof.

Gray Container

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) (or successor section) and shall be used for the purpose of storage and Collection of Gray Container Waste.

Gray Container Waste

“Gray Container Waste” means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5) (or successor section(s)). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) (or successor section) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste (SSGCOW).

2.23 Green Waste

“Green Waste” means leaves, grass, weeds, and wood materials from trees and shrubs (not more than six (6) inches in diameter or 48 inches in length) and similar materials generated at the Premises.

2.24 Gross Receipts

“Gross Receipts” shall mean and include all monies, fees, charges, consideration, and revenue received, charged or imputed to Contractor and any Affiliate of Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, monthly Customer charges for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, and transportation charges. Notwithstanding anything herein to the contrary, Gross Receipts shall not include either: (1) revenues from the sale of salvageable or Recyclable Material, or (2) AB 939 Fees, as defined herein, paid to City.

Hauler Route(s)

“Hauler Route(s)” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5) (or successor section).

2.25 Hazardous Substance

“Hazardous Substance” shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et

seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local laws or regulations, including any of the Environmental Laws, currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.26 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

Large Event

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) (or successor section) shall apply to this Agreement.

Large Venue

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) (or successor section) shall apply to this Agreement.

2.27 Multi-Family Dwelling

“Multi-Family Dwelling” means either (i) any building or lot containing five (5) or more Dwelling Units, or (ii) any building or lot containing two or more Dwelling Units which Contractor determines (and City agrees) must receive Solid Waste Handling Services through the use of shared Bins, since they are not reasonably able to receive individualized Solid Waste Handling Service through the use of Carts. Any ambiguity as to whether a Customer’s Premises qualifies as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager whose decision shall be final.

2.28 Municipal Code

“Municipal Code” shall mean City’s Municipal Code.

Non-Compostable Paper

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41) (or successor section).

Non-Organic Recyclables

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43) (or successor section). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

2.29 Organic Waste

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46) (or successor section). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Paper Products

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51) (or successor section).

Performance-based Compliance Approach

“Performance-based Compliance Approach” means the method of complying with the SB 1383 Regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined as

“performance-based source separated collection service” in 18982(a)(52.5) (or successor section), and all associated requirements.

2.30 Person

“Person” shall mean any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Riverside, towns, cities, and special purpose districts.

2.31 Premises

“Premises” shall mean any land, building, and/or structure within the City Limits where Solid Waste is generated or accumulated.

Printing and Writing Papers

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54) (or successor section).

Processing

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20) (or successor section).

Prohibited Container Contaminants

“Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City’s Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in City’s Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

Recycle or Recycling

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling

does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.32 Recyclable Material

“Recyclable Material” or “Recyclables” shall mean that Solid Waste discarded within the Franchise Area which is capable of being recycled.

2.33 Residential Premises

“Residential Premises” shall mean all premises upon which Dwelling Units exist. Notwithstanding any provision to the contrary herein, in the Municipal Code, or otherwise, for purposes of this Agreement Premises upon which hotels, and motels are operated, and Premises upon which four or more Dwelling Units exist shall be deemed to be Commercial Premises.

Reuse

“Reuse” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2) (or successor section).

2.34 Rolloff Box

“Rolloff Box” means Solid Waste Collection Containers of ten (10) yards or larger, including compactors.

SB 1383

“SB 1383” means Senate Bill 1383, Chapter 395 of the Statutes of 2016, approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations or SB 1383 Regulatory

“SB 1383 Regulations” or “SB 1383 Regulatory” refers to the Short-Lived Climate Pollutants (SLCP) Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“SB 619” mean Senate Bill 619, Chapter 508 of the Statutes of 2021, amending Section 42652.5 of the Public Resources Code.

“Self-Hauler or Self-Haul

“Self-Hauler” or “Self-Haul” means a person, who, in compliance with all applicable requirements of the City Code, hauls Solid Waste, Organic Waste or recyclable material he or she has generated directly to the appropriate facility, as required by SB 1383 Regulations. Self-hauler also includes a person who Back-Hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66) (or successor section).

Service Level

“Service Level” refers to the number and size of a Customer’s Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

2.35 Single Family Dwelling

“Single Family Dwelling” means a building or lot containing one Dwelling Unit, and for purposes of this Agreement includes buildings and lots with more than one Dwelling Unit where such Dwelling Units are determined by the City to be reasonably able to receive individualized Solid Waste Handling Service and the number of Dwelling Units on the premises is less than four (4) (i.e., properties commonly referred to as a duplex or a triplex.) Any ambiguity as to whether a Customer’s Premises qualifies as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by City.

2.36 Solid Waste

“Solid Waste” shall mean and include all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, rubbish, construction waste, industrial waste, commercial Solid Waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of “Nonhazardous Solid Waste” set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste does not include hazardous (Class I) waste, low-level radioactive waste, untreated medical waste, or Special Wastes as defined herein.

2.37 Solid Waste Handling Services

“Solid Waste Handling Services” means the Collection, transfer, transport, recycling, processing, and disposal of Solid Waste.

Source Separated

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4) (or successor section). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated

materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

Source Separated Blue Container Organic Waste or SSBCOW

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(26.7) (or successor section).

Source Separated Green Container Organic Waste or SSGCOW

“Source Separated Green Container Organic Waste” or “SSGCOW” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

Source Separated Recyclable Materials

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

2.38 Special Wastes

“Special Wastes” shall mean wastes other than Solid Waste including sewage, sludge, industrial sludge, asbestos, auto bodies, tires, used motor oil, hazardous waste, Animal Waste, explosive substances, radioactive materials, and other materials which may not be disposed of at a Class III landfill or which require special handling.

Standard Compliance Approach

“Standard Compliance Approach” means the method for complying with the SB 1383 Regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements.

2.39 Temporary Service

“Temporary Service” shall mean Solid Waste Handling Services provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Rolloff Boxes.

2.40 Term

“Term” shall have the meaning ascribed in Section 6 of this Agreement.

Tier One Commercial Edible Food Generator

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982 (or successor section):

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) (or successor section) shall apply to this Agreement.

Tier Two Commercial Edible Food Generator

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982 (or successor section):

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) (or successor section) shall apply to this Agreement.

Yard Trimmings

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor.

**SECTION 3.
GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE
HANDLING SERVICES FROM ALL RESIDENTIAL AND
COMMERCIAL PREMISES, AND FOR PROVIDING
TEMPORARY SOLID WASTE HANDLING SERVICE**

3.1 Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive contract, right, and privilege to Collect, transport, and dispose of all Solid Waste generated or accumulated within the Franchise Area. The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

3.2 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self Hauler as that term is used in the Municipal Code, or any other City ordinance, resolution, regulation or policy, as such may be adopted or amended from time to time;

(B) the sale or donation of Recyclable Material by the person or entity that generated such Recyclable Material (the "Generator") to any person or entity other than Contractor; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

(C) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City employees in the course and scope of their employment with City;

(D) the Collection, transportation, or disposal of Hazardous Waste, biohazardous waste, untreated medical waste, infectious waste, Animal Waste, or other materials which do not constitute Solid Waste;

(E) the Collection, transportation, and disposal of Construction and Demolition Waste by a contractor, handyman, repairman, or other similar service provider, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(F) the Collection, transportation, and disposal of Green Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its Customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(G) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, *et. seq.*, or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

SECTION 4. ENFORCEMENT OF EXCLUSIVITY

Contractor shall be responsible for enforcing the exclusivity of this Agreement. City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but City shall have no obligation to do so for the benefit of Contractor or otherwise. City additionally shall have the right, but not the obligation, to request that Contractor enforce the exclusivity provisions hereof. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Should City take administrative, law enforcement, or other legal action to protect Contractor's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution, ordinance, a public outreach and/or education program) intended to facilitate the enforcement of the exclusive rights granted herein, Contractor shall actively participate in, and fund, the same, and shall reimburse City for its all administrative, law enforcement, or other legal costs and fees related to any such action unless Contractor provides advance written notice to City of its opposition to such activity.

SECTION 5. ACCEPTANCE; WAIVER

Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives Contractor's right to change the terms of this Agreement under Federal, State, or local law, or administrative regulation. Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code. Additionally, by and upon the execution of this Agreement, Contractor agrees to the termination of the Prior Agreement as of the Effective Date, agrees to

waive any and all rights under the Prior Agreement, and agrees to release and hold the City harmless from any of the City's obligations thereunder (excepting, however, the right to compensation for services provided at the rates approved by City as of the Effective Date); provided, however, nothing contained in this provision is intended to or shall relieve Contractor from any obligation existing under the Prior Agreement pertaining to insurance, indemnification, or other legal obligations to City or Customers (as opposed to obligations to provide service pursuant to the terms thereof), or from any obligation set forth in the Prior Agreement which are called out as surviving the termination thereof, and all such obligations, including specifically those indemnification obligations relating to Environmental Laws, general liability, and AB 939 shall survive the termination of the Prior Agreement.

**SECTION 6.
TERM**

The term of this Agreement (the "Term") shall be for the period of time commencing on July 1, 2022, and ending at midnight on June 30, 2037, unless this Agreement is terminated sooner pursuant to Section 18 hereof, or otherwise.

**SECTION 7.
CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

7.1 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

7.2 Absence of Litigation

There shall be no litigation pending in any court challenging the award of this Franchise to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.3 Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guarantee

Contractor shall have furnished evidence of the insurance, bonds and letter of credit required by Sections 14 and 15, and shall comply with all ongoing requirements relating thereto, and shall provide the Corporate Guarantee required by Section 29.9.

7.4 Effectiveness of City Council Action

City's Resolution approving this Agreement shall have become effective pursuant to California law.

7.5 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due as of the Effective Date as more fully set forth in Section 11.

**SECTION 8.
SOLID WASTE HANDLING SERVICES
PROVIDED BY CONTRACTOR**

8.1 General

8.1.1 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

8.1.2 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of the Municipal Code. Contractor's equipment shall be water-tight, leak proof and maintained in good repair with the goal of preventing any leaks or spills onto public or private property, and eliminating objectionable odors. Contractor shall immediately clean up any spills from its equipment of which it becomes or is made aware.

8.1.3 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic. Contractor shall use its best efforts to coordinate its Collection schedules such that street sweeping on any given street shall occur the business day following Collection of Solid Waste by Contractor.

8.1.4 Collection Times

All Solid Waste and Recyclable Material shall be Collected between the hours of 5:30 a.m. to 6:00 p.m., Monday through Saturday.

8.1.5 Collection Schedule

Contractor shall establish Collection routes and a Collection schedule which shall be approved by the City Manager such that Customers at all Residential and Commercial Premises within the City will have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least one week's notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection date fall on a legal holiday, or on any other holiday which is observed by either a landfill or other lawful disposal site to which Solid Waste is taken for disposal, or a recycling facility to which

Recyclable Material is taken, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular pick-up schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the City Manager. Contractor does not typically provide Collection for Residential Premises on Mondays. If a homeowner's association desires Collection for the entire community it governs to occur on a Monday, than Contractor may include a surcharge for doing so in an amount that does not exceed the maximum rate set forth on Exhibit A.

8.1.6 Commingling of Routes

Contractor shall not during its Collection process commingle Solid Waste Collected hereunder with Solid Waste Collected in any other City, or on behalf of any other entity operating or existing within City that is not subject to this Agreement, and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for other jurisdictions it may service. Notwithstanding the forgoing, Contractor may combine Collection routes dedicated exclusively to the Collection of Recyclable Materials Collected in Recycling Carts, Recycling Crates, or Recycling Bins, or Collection routes dedicated exclusively to the Collection of Organic Waste Collected in Green Carts, with Collection routes for other jurisdictions.

8.1.7 Replacement of Containers

Contractor shall, whenever possible, place Carts or Customer provided Containers in the street gutter, adjacent to the curb upon completing Collection. Contractor shall replace all Bins in the location upon the property of each Customer utilizing Bins designated for storage of Bins, and shall secure gates, doors, and/or enclosures when applicable.

8.1.8 Contractor's Containers

(A) Contractor's Containers shall meet the minimum standards set forth on the attached Exhibit B.

(B) Contractor shall be responsible to maintain and replace, as necessary, all of its Containers.

(C) All Contractor's Containers shall be maintained by Contractor in good repair, and any question as to the meaning of this standard shall be resolved by the City Manager.

(D) All Carts shall be maintained by Contractor in a watertight condition, as shall all Bins which are used primarily for the disposal of Solid Waste containing liquids.

(E) Carts utilized in connection with the Prior Agreements may continue to be utilized for services hereunder provided they are in good repair, meet the requirements set forth in Exhibit B, and are replaced by Contractor with new Carts at no charge if requested by either a Customer or City.

(F) Contractor shall replace any damaged Carts at no charge to Customers, provided, however, Contractor shall be entitled to charge Customers for the replacement of any Cart that has been damaged by a Customer, ordinary wear and tear excepted, so long as such charges do not exceed those set forth in Exhibit A.

(G) Contractor shall replace any lost or stolen Carts within three business days, at no cost to Customers. Contractor shall only be obligated to replace one lost or stolen Cart annually at no charge. For each replacement of a lost or stolen Cart greater than one annually, Contractor shall be entitled to charge Customers an amount that does not exceed that set forth in Exhibit A.

(H) Contractor shall at Customer's request annually refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers. Additional steam cleaning shall be provided to any Customers who request it at a charge not to exceed Seventy five dollars (\$75.00) per Bin, or alternatively Contractor shall provide a replacement Bin/Rolloff Box to Customers at no charge.

(I) Contractor shall remove any graffiti that appears on its Containers within twenty-four (24) hours after becoming aware of it.

(J) All Bins and Rolloff Boxes shall be kept freshly painted in a uniform fashion and shall be identified with Contractor's name and phone number in letters not less than three inches high on its exterior so as to be visible when the Container is placed for use.

(K) At a Customer's request, Contractor shall provide Bins with locking lids and locks.

(L) On or before July 1, 2022 , Contractor shall place a label on the body or lid of each new Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.

(M) No later than January 1, 2026, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Agreement. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

(N) Upon rollout of the Residential Food Waste program, Company shall provide to all Residential and Multi-Family Dwelling Units kitchen pails designed to contain Food Waste prior to placement in the Customer's Organic Materials Cart on a requested basis, and at no additional charge. Company shall also subsequently provide new Customers with information regarding the residential food waste collection program and the availability of a kitchen pail. If a Customer requests an additional pail or requests a replacement pail, Company will provide the

pail at the rate of \$15 per pail. The Kitchen Pail cost shall increase annually by CPI in accordance with Section 24.

8.1.9 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Contractor shall Collect Solid Waste and Recyclable Material from such Customer no later than the next day of the pick-up week following the date of the call. Records of the addresses of all missed pick-ups shall be maintained by Contractor, and shall be reported to City upon request. If Contractor demonstrates to the satisfaction of the City Manager a pattern of ongoing late "set-outs" by a given Customer, missed pick-ups resulting from late set-outs by that Customer shall not be counted as missed pick-ups in evaluating Contractor's performance hereunder.

8.1.10 Record of Non-collection

When Contractor refuses to Collect any Solid Waste deposited for Collection, Contractor shall leave a tag at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container or the article refused. Contractor shall maintain a record of all such taggings at its place of business. Such record shall contain the date of such notice, street address, reason for non-collection, and a summary of any communications between Contractor and the Customer involved. Such notice shall be retained so that it may be conveniently inspected by representatives of City upon request. In addition to tagging un-Collected Containers, Contractor shall send a written notice to any Customer at a Commercial Premises whose Container is not Collected explaining the reason for the non-Collection, and records of such correspondence shall be maintained in the same manner as noted above with regard to tags.

8.2 Residential Solid Waste Handling Service

8.2.1 Single Family Dwellings – Automated Collection

Contractor shall provide each Customer at a Single Family Dwelling with one (1) ninety-five (95) gallon Cart designated for the Collection of mixed Solid Waste (a Refuse Cart), and shall Collect all Solid Waste placed therein for Collection not less than once per week using an automated Collection system at rates that do not exceed the maximum rates set forth in Exhibit A. Contractor shall also, at no additional charge, Collect Solid Waste which a Customer may occasionally place adjacent to their Refuse Cart(s) in bags or boxes for Collection. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Refuse Carts at no charge; provided, however, Contractor's monthly rate for Solid Waste Handling Services to such Customers may be increased on a per Refuse Cart basis in an amount that that does not exceed the maximum rates set forth in the attached Exhibit A. Any Customer requesting a smaller Refuse Cart shall be provided with their choice of either a sixty-five (65) gallon or thirty-five (35) gallon Refuse Cart by Contractor instead of the standard ninety-five (95) gallon Cart noted above. Wherever feasible, Customers shall be directed to place Carts for Collection in the street gutter, against the curb. If a Customer and

Contractor cannot agree upon a Collection location, or if City determines the selected location to cause safety or other concerns, City may make the final determination of the Collection location.

8.2.2 Backyard Service

Contractor shall provide "Backyard Service" to all Customers who request it. This service shall require Contractor to use its own forces to bring a Customer's Carts (or, in the case of Manual Service, the Customer's Containers and Recycling Crates) from the Customer's backyard, side yard, or such other location at which the Customer's Containers are regularly stored, to Contractor's Collection Vehicle; and, after disposal of the contents thereof, returning said Containers to the location where they are regularly stored. Backyard Service shall be limited to moving one Refuse Cart, one Recycling Cart, and one Organics Cart provided by Contractor a distance of not to exceed 60 feet in each direction. Any Customer who has a DMV issued NI-Permanent disabled placard, and any elderly person who demonstrates to the reasonable satisfaction of Contractor an inability to transport his/her Collection Container to the curb, shall be entitled to receive Backyard Service at no additional charge. Any other Customer who requests Backyard Service may be charged an additional charge for such service that does not exceed that set forth in the attached Exhibit A. In addition, Contractor may impose an additional charge not exceeding that set forth on Exhibit A for each Cart or Customer provided Container in excess of those noted above required to be moved as part of any Customer's Backyard Service. Any dispute regarding a Customer's eligibility for Backyard Service at no charge shall be resolved by the City Manager.

8.2.3 Single Family Dwellings – Bin Collection

Contractor may provide Customers at Single Family Dwellings who so request with Bins in place of Refuse Carts, subject to City approval, provided the use of Bins at the property in question complies with any and all applicable policies, rules and/or regulations of City (including any such regulations as may be adapted from time to time applicable to screening and storage.) In addition, if a homeowner's association governing a gated community advises Contractor that it wishes its entire community to receive Solid Waste Handling Services utilizing Bins rather than Carts, and upon approval of such request by City, Contractor shall provide Solid Waste Handling Services to all Customers in such community through the use of Bins. Contractor shall not be required to provide Refuse Carts to Customers receiving service utilizing Bins as provided herein.

8.2.4 Recycling Program for Single Family Dwellings Using Carts

Contractor shall provide each Customer at a Single Family Dwelling with one (1) ninety-five (95) gallon Cart designated for the Collection of Recyclables (a Recycling Cart) at no additional charge. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Recycling Carts at the rates set forth in Exhibit A.. Any Customer requesting smaller Recycling Carts shall be provided with their choice of either sixty-five (65) gallon or thirty-five (35) gallon Recycling Carts by Contractor instead of the standard ninety-five (95) gallon Cart noted above. Contractor shall Collect Recyclable Material placed in Recycling Carts for Collection from each Customer at a Single Family Dwelling on the same day as such Customer's Refuse Cart is Collected. Customers shall

be directed to place Recycling Carts in the same location for Collection as Refuse Carts. At a minimum the following materials shall be allowed to be deposited by Customers for Collection in Recycling Carts: aluminum cans; glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; PET plastic; HDPE plastic; plastics types 3 – 7; plastic bags, shrink wrap, plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak[®] and waxed cardboard); coat hangers and metal foil; newspaper; mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; and telephone books. Customers at Single Family Dwellings receiving Collection in Bins shall receive either a Recycling Cart or a specially designated Bin for the Collection of at least the above noted materials.

8.2.5 Recycling Program for Single Family Dwellings Using Bin Service

Contractor shall provide all Customers at Single Family Dwellings that utilize Bins for Collection of Solid Waste with one ninety-five (95) gallon Recycling Cart for Collection of Recyclable Material at no extra charge. Any Customer requesting a smaller Recycling Cart shall be provided with their choice of either a sixty-five (65) gallon or thirty-five (35) gallon Recycling Cart by Contractor instead of the standard ninety-five (95) gallon Cart noted above. Any Customer who so requests, shall be given a Recycling Bin instead of a Recycling Cart and may be charged at rates that do not exceed the maximum rates for commercial bin recycling set forth in Exhibit A.

8.2.6 Organic Waste Program for Single Family Dwellings Using Carts

Contractor shall provide all Customers at Single Family Dwellings to whom it provides Refuse Carts, with a ninety-five (95) gallon Cart for Collection of commingled Organic Waste (a "Organic Waste Cart") at no additional charge. Contractor will make available a second Organic Waste Cart at the rate set forth in Exhibit A to Customers who regularly recycle more than will fit into their existing Organic Waste Cart(s). Any Customer requesting a smaller Organic Waste Cart shall be provided with their choice of either a sixty-five (65) gallon or thirty-five (35) gallon Organic Waste Cart by Contractor instead of the standard ninety-five (95) gallon Cart noted above. Contractor shall Collect Organic Waste placed in Organic Waste Carts for Collection from each Customer on the same day as such Customers' Refuse Cart is Collected. Customers shall be directed to place Organic Waste Carts in the same location for Collection as Refuse Carts. Contractor shall provide City with the name, address, and contact person for all gated residential communities in City.

8.2.7 Organic Waste Program for Single Family Dwellings Using Bin Service

Contractor shall provide all Customers at Single Family Dwellings that utilize Bins for Collection of Solid Waste, Organic Waste recycling services with one sixty-five (65) gallon Organic Waste Cart for Collection of Organic Waste at no extra charge. Additional Organic Waste Carts will be charged at the rates set forth in Exhibit A.

8.2.8 Multi-Family Dwelling Organic Waste Program

Contractor shall provide all Customers at Multi-Family Dwellings with one ninety-five (95) gallon Organic Waste Cart for Collection of Organic Waste at no extra charge. Any Customer who so requests, shall be given a smaller Organic Waste Cart or additional Organic Waste Carts at no additional charge. Additional Organic Waste Carts will be charged at the rates set forth in Exhibit A.

8.2.9 Use of Bins for Multi-Family Dwelling Customers

Contractor shall supply Multi-Family Dwellings with Bins meeting the minimum standards set forth in Exhibit B for Solid Waste Handling Services ("Refuse Bins"). Contractor shall provide not less than one (1) Refuse Bin for every ten (10) Dwelling Units located at each Multi-Family Dwelling, to be Collected not less than one time per week. Alternatively, if space constraints make this impractical, the City Manager may approve the use of a lesser number of Refuse Bins if they are Collected with a sufficient frequency to ensure public nuisance conditions do not exist. The size of Refuse Bins utilized, and the frequency of their Collection, shall be mutually agreed upon by Contractor and its Customers, except that Collection shall occur not less than one time per week and City shall have the right to impose minimum requirements for Bin sizes and more frequent Collection should it determine such action is needed to protect public health, safety and welfare.

8.2.10 Multi-Family Dwelling Recycling Program

Contractor shall provide specially designated Bins for recycling (Recycling Bins) at all Multi-Family Dwellings. Contractor shall provide not less than one Recycling Bin for every twenty (20) Dwelling Units located at each Multi-Family Dwelling. Contractor shall Collect Recyclable Material placed in Recycling Bins for Collection from each Customer once per week, unless the management of the Multi-Family Dwellings requests and authorizes Collection of Recycling Bins more than once per week. If warranted by specific circumstances at any given Multi-Family Dwelling, Recycling Carts may be utilized instead of Recycling Bins, and the minimum number of Recycling Bins/Carts may be adjusted. Multi-Family Dwellings which require Recycling Bins, Carts and/or Rolloff Box for Collection of Recyclable Material may be charged at rates that do not exceed the maximum rates for commercial bin recycling, Cart Recycling or rolloff boxes set forth in Exhibit A.

At a minimum, all residents of a Multi-Family Dwelling shall have access to a refuse recycling program, and any permitted adjustments to the required program (including the use of Recycling Carts and adjustments to the minimum number of Recycling Bins/Carts) shall be subject to approval by the City Manager. At a minimum, the following materials shall be allowed to be deposited by Customers for Collection in Recycling Bins/Carts: aluminum cans; glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; PET plastic; HDPE plastic; plastics types 3 – 7; plastic bags, shrink wrap, plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak[®] and waxed cardboard); coat hangers and metal foil; newspaper; mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books cereal boxes, envelopes,

paper shopping bags and non-metallic wrapping paper); corrugated cardboard; and telephone books.

In addition to the foregoing paragraph, Contractor shall provide a source-separation recycling program to all Premises with Multi-Family Dwellings (the "Multi-Family Dwelling Recycling Program") that meets the standards required under AB 341 and SB 1383. Contractor shall assist the City in identifying Multi-Family Dwelling Customers that are not in compliance with the recycling requirements set forth in AB 341 and SB 1383. Contractor shall provide periodic on-site visits to such Premises to offer and promote recycling services as required, attempt to resolve any logistical detriments to providing these services, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement Collection services for Recyclable Material. City agrees to provide reasonable assistance to Contractor, which may include adding its name to materials prepared for distribution to Customers regarding AB 341 and SB 1383 requirements, consideration of ordinances which may assist with gaining compliance with AB 341 and SB 1383 requirements, and occasional participation by City personnel in meetings with Customers who repeatedly refuse to implement Contractor's Multi-Family Dwelling Recycling Program. Contractor shall be responsible for ensuring that its Multi-Family Dwelling Recycling Program, combined with its other programs, enables it to achieve the requirements of AB 341, SB 1383 and other recycling provisions in this Agreement, and Contractor may be required to modify its program from time to time, at no additional cost to the City or Multi-Family Dwelling Customers, as may be necessary to meet requirements under AB 341 and SB 1383. Contractor shall produce, keep current, and provide public information specifically outlining its Multi-Family Dwelling Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City. Contractor may charge Customers for services provided pursuant to its Multi-Family Dwelling Recycling Program that require Recycling Bins, Carts and/or Rolloff Box for Collection of Recyclable Material at rates that do not exceed the maximum rates for commercial bin recycling, Cart Recycling or rolloff boxes set forth in Exhibit A.

8.2.11 Residential Bulky Item Service

Contractor shall provide unlimited Bulky Item Collection services to residents at all Single Family Dwellings and Multi-Family Dwellings, serviced using residential carts, in City on an on-call basis. Collection of up to four (4) Bulky Items shall occur on a Customer's regular Collection day at no charge if the Customer provides 48 hours advance notice of the desire for this service. Contractor may charge an amount not exceeding that set forth in Exhibit A for each Bulky Item in excess of four (4) Collected on a Customer's regular Collection day, or for any Bulky Item Collection requested for a day other than on a Customer's regular Collection Day. Contractor shall produce, keep current, and provide public information specifically outlining its Bulky Item Collection service, which shall specifically include the annual publication and distribution during the month of October, or other month as agreed, of a brochure describing this service to residents of all Single Family and Multi-Family Dwellings in City. The County of Riverside may give to the City a disposal credit for participating in the Bulky Item program. Contractor will be entitled to receive from City any said credit from the County of Riverside relating to Bulky Item clean up services.

8.2.12 Bulky Item Diversion

Bulky Items Collected pursuant to this Agreement may not be landfilled until the following hierarchy of diversion efforts has been followed by Contractor:

- a. Reuse as is (if energy efficient)
- b. Disassemble for reuse or Recycling
- c. Recycle, Transformation, other means of diversion
- d. Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items. The disposition of Bulky Items shall be tracked by Contractor and this information shall be included in Contractor's quarterly reports to City.

8.2.13 Proper Handling of Bulky Items

Contractor shall properly handle all materials required to be collected as Bulky Items, including specifically items that require special handling pursuant to the Environmental Laws, such as materials that constitute "e-waste."

8.2.14 Residential Sharps Collection Program

Contractor shall design a program for the collection of used needles (the "Sharps Collection Program") that the City Manager finds satisfactory and approves. Contractor shall be responsible to ensure the Sharps Collection Program complies with all applicable laws and regulations. It is anticipated that the Sharps Collection Program at a minimum will allow for Customer's to mail used needles to a specific collection location, in specialized packaging provided by Contractor, and/or deliver used needles to a location in or near City designated by Contractor. Once approved, Contractor shall implement the Sharps Collection Program at no cost to City residents.

8.2.15 Residential Non-Controlled Medication Collection Program

On or before November 1, 2016, Contractor shall design and present a program to City for the collection of unused non-controlled medicines (the "Non-Controlled Medication Collection Program") that the City Manager finds satisfactory and approves. Contractor shall be responsible to ensure the Non-Controlled Medication Collection Program complies with all applicable laws and regulations. It is anticipated that the Non-Controlled Medication Collection Program at a minimum will allow for Customer's to drop off unused medication (excepting controlled substances) to a specific Collection location, in specialized packaging provided by Contractor, and/or deliver unused medication (excepting controlled substances) to a location in or near City designated by Contractor. If City desires to implement the proposed Non-Controlled Medication Collection Program Contractor shall meet and confer in good faith with City to attempt to arrive at agreeable rates. As part of any meet and confer process hereunder,

Contractor shall provide all financial information related to the proposed program which City reasonably deems necessary to evaluate the actual program costs and profits proposed by Contractor.

8.2.16 [Intentionally Omitted]

8.2.17 Residential Used Oil and Oil Filter Collection Program

Contractor shall Collect, at no additional charge, used oil and used oil filters placed for Collection by Customers at Single Family Dwellings on their regular Collection Day. Contractor may impose requirements for this program to be followed by Customers, including requirements related to the proper containerization of oil placed for Collection, provided any such requirements shall be subject to City approval. Customers may also deliver used oil and oil filters to Contractor's yard in Palm Desert at no charge.

8.3 Commercial Solid Waste Handling Services

8.3.1 Commercial Bins and Rolloff Boxes

Contractor shall provide all Customers at Commercial Premises ("Commercial Customers") with at least one Bin and/or Rolloff Box for Collection of mixed Solid Waste, and shall Collect all Solid Waste placed therein for Collection not less than once per week, at rates that do not exceed the maximum rates set forth in Exhibit A. Commercial Customers subscribing to mixed Solid Waste Collection Services will automatically be enrolled in the Recycling and Organic Collection Programs unless a Waiver has been granted by City. Contractor shall provide additional Containers to Customers and shall provide additional Collections upon request, or as may be required by City's Municipal Code, health and safety requirements, or by the City Manager, and may charge rates for such services which do not exceed the maximum rates set forth in Exhibit A. Bins and Rolloff Boxes shall be Collected by Contractor from the location upon each Customer's property designated for their storage, and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by the Customer and Contractor.

8.3.2 Commercial Carts

As an alternative to the requirements of Section 8.3.1, Contractor shall offer Collection in Refuse Carts or Recycling Carts to Commercial Customers that do not have space for, or do not generate enough waste to require the use of Bins for Collection. Rates for Customers receiving such service shall not exceed the maximum rates set forth on Exhibit A. If Contractor and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Refuse Cart may occur.

8.3.3 Commercial Recycling Program

Commercial Customers that receive 95 gallon Refuse Carts shall also be entitled to receive a ninety-five (95) gallon Recycling Cart, within which at least those Recyclable Materials set forth in Section 8.2.5 may be placed for Collection, at rates not to exceed those in

Exhibit A. Customers at Commercial Premises (Commercial Customers) utilizing Refuse Bins or Rolloff Boxes shall have their choice of either ninety-six (95) gallon Recycling Carts or Recycling Bins (with a capacity of two (2), three (3), four (4) or six (6) yards), within which at least those Recyclable Materials set forth in Section 8.2.5 may be placed for Collection. Contractor shall contact all Customers at Commercial Premises on an annual basis and advise them of the availability of the above recycling programs and the recycling requirements under SB 1383. At a minimum this contact shall include a site visit for any Customer at a Commercial Premises that is not engaged in a recycling program. Contractor shall provide monthly reports to City documenting its efforts, including the name address and phone number of each Customer contacted, as well as the dates of contact and the results of the contact (i.e., if the contact resulted in the implementation of a recycling program.) Contractor shall work with each Commercial Customer to evaluate and recommend the most cost effective levels of solid waste services with the implementation of beneficial recycling programs for that Customer's Recyclable Material. Contractor shall include an assessment of each Commercial Customer's waste and recycling performance in the quarterly reports to the City.

In addition to the foregoing paragraph, Contractor shall provide a source-separation recycling program to all Customers at Commercial Premises (Commercial Customers) (the "Commercial Customer Recycling Program") that meets the standards required under AB 341 and SB 1383. Contractor shall assist the City in identifying Commercial Customers that are not in compliance with the recycling requirements set forth in AB 341 and SB 1383. Contractor shall provide periodic on-site visits to such Premises to offer and promote recycling services as required, attempt to resolve any logistical detriments to providing these services, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement Collection services for Recyclable Material. City agrees to provide reasonable assistance to Contractor, which may include adding its name to materials prepared for distribution to Customers regarding AB 341 and SB 1383 requirements, consideration of ordinances which may assist with gaining compliance with AB 341 and SB 1383 requirements, and occasional participation by City personnel in meetings with Customers who repeatedly refuse to implement Contractor's Commercial Customer Recycling Program. Contractor shall be responsible for ensuring that its Commercial Customer Recycling Program, combined with its other programs, enables it to achieve the requirements of AB 341 and other recycling provisions in this Agreement, and Contractor may be required to modify its program from time to time, at no additional cost to the City or Commercial Customers, as may be necessary to meet requirements under AB 341 and SB 1383. Contractor shall produce, keep current, and provide public information specifically outlining its Commercial Customer Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City. Contractor may charge Commercial Customers for services provided pursuant to its Commercial Customer Recycling Program at rates that do not exceed the maximum rates set forth in Exhibit A.

8.3.4 Organic (Food Waste/Greenwaste) Waste Diversion Program

Contractor will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826 and SB 1383.

Contractor shall be responsible for identifying customers required to participate in the organic waste recycle program. Contractor will offer organic waste collection in accordance with the approved "Commercial Foodwaste Rates" set forth in Exhibit A or as may be adjusted under the terms of this Agreement. Contractor shall be responsible for ensuring that the organics waste recycle meets the requirements of AB 1826 and SB 1383 and may be required to modify its program from time to time (subject to rate adjustments pursuant to Section 24 of this Agreement). Contractor shall produce, keep current, and provide public information specifically outlining its organics waste recycle program

8.3.5 Commercial Bulky Item Service

Contractor shall provide unlimited Bulky Item Collection services to Commercial and Multi-Family Customers, serviced by commercial bins, on an on-call basis. Contractor may charge rates for such services which shall not exceed the maximum rates set forth in the attached Exhibit A. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service. Bulky Items Collected pursuant to this Section are subject to the diversion and handling requirements set forth in Sections 8.2.14 and 8.2.15.

8.4 Temporary Services

Contractor shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

(A) Bins and Rolloff Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.

(B) No charges excepting rates not exceeding the maximum rates set forth in the attached Exhibit A related to Bins or Rolloff Boxes utilized in connection with Temporary Services shall be imposed by Contractor, unless approved in accordance with Section 8.7 (Special Services).

(C) Bins and Rolloff Boxes used in connection with Temporary Services shall not be placed in any street; provided, however, this prohibition may be waived in extraordinary circumstances by City's Director of Public Works. Any such waiver shall be in writing signed by the City's Director of Public Works and shall be subject to such conditions as he may impose. Bins and Rolloff Boxes used in connection with Temporary Services may be placed in the public rights-of-way behind the boundary line of any street if an Encroachment Permit is obtained in advance from the City, subject to such terms and conditions as may be imposed in the Encroachment Permit. In no event shall any Bins or Rolloff Boxes remain in any public rights-of-way for a period exceeding two consecutive weeks, unless a longer period is specifically approved in writing by City.

(D) The City is currently considering whether to adopt an ordinance regulating the recycling and disposal of construction and demolition waste. This ordinance, if and when adopted, may require among other things: that contractors in City provide plans for recycling waste generated at construction sites; evidence that construction waste is recycled; recycling

requirements for construction waste of 50%, 75% or higher; reporting requirements for tracking the diversion of construction waste from landfills; fee requirements; and such other requirements as the City determines are appropriate. In addition to the general requirement set forth herein that Contractor comply with any ordinances and regulations that City may from time to time adopt, Contractor specifically agrees to comply with all provisions of any ordinance regulating construction and demolition waste which City may adopt, and to provide services for contractors in City as may be contemplated by any such ordinance at no charge (such as assistance in preparing plans for the collection, recycling and disposal of construction and demolition waste.) Contractor has agreed to, and shall be responsible to provide all administrative support (or such part of it as requested by City) necessary to implement the City's construction and demolition debris ordinance, if and when adopted. Until such time as (and if) an ordinance requiring specific diversion levels for construction and demolition waste is adopted, Contractor shall make all reasonable efforts to recycle construction and demolition waste, especially to the degree such loads contain clean inert materials. In this regard, at a minimum it shall make available to contractors separate containers within which to Collect different types of marketable materials, such as dirt, steel, and wood.

(E) Notwithstanding any provision to the contrary herein, Contractor's exclusive right to provide Temporary Services related to the Collection of green waste from golf courses during "scalping season" from September to November each year, shall be limited in that if Contractor is unable to provide service within 48 hours of a request for such service by any Customer at a golf course, such Customer may contract with any solid waste enterprise to provide this service. Any dispute as to whether a Customer may use another solid waste enterprise pursuant to this Section shall be resolved by the City Manager whose decision shall be final and binding upon Contractor.

8.5 Recycling Obligations and Public Education Program

8.5.1 Minimum Requirements for Delivery of Recyclable Materials and Organic Waste

All Recyclable Materials Collected by Contractor from Recycling Carts or Recycling Bins pursuant to this Agreement shall be delivered to a properly permitted facility for recycling and reuse purposes. All Organic Waste Collected by Contractor pursuant to this Agreement from Organic Waste Carts or in Bins or Rolloff Boxes designated for Organic Waste Collection shall be delivered to a properly permitted facility for recycling, mulching or composting. Contractor shall identify all facilities utilized for the purpose of complying with this Section, and such facilities shall be subject to approval by City.

8.5.2 Extent of Applicable Franchise Rights

Nothing in this Agreement shall be construed as giving Contractor the right to Collect Recyclable Material which has not been discarded and placed for Collection by Contractor in the location designated for that purpose.

8.5.3 AB 939 Obligations, Guarantee, and Indemnification

8.5.3.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if new programs are implemented which are not called out herein).

8.5.3.2 Waste Reduction and Program Implementation

Contractor shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the City's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's AB 939 related filing and reporting requirements to CalRecycle and to the County of Riverside throughout the Term of this Agreement wherein City's performance under the above programs shall be set forth in detail. Contractor shall be responsible to prepare, or assist City with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939. Contractor shall reimburse City for any costs City incurs in reviewing and revising any such reports, and in appearing before the CalRecycle and/or the County of Riverside in relation thereto.

8.5.3.3 Guarantee and Indemnification

Contractor warrants and guarantees that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the requirements of AB 341, AB 939 and AB 1826, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 341, AB 939 and AB 1826, and all amendments thereto. In this regard Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or AB 341, AB 939, AB 1826 or SB 1383 and such failure or refusal prevents or delays City from submitting reports required by AB 341, AB 939, AB 1826 or SB 1383 in a timely manner; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of AB

341, AB 939 or AB 1826 are not met with respect to the waste stream Collected under this Agreement;

- (B) assist City in responding to inquiries from CalRecycle;
- (C) assist City in preparing for, and participating in, the CalRecycle biannual review of City's SRRE pursuant to Public Resources Code Section 41825;
- (D) assist City in applying for any extension, including under Public Resources Code Section 41820, if so directed by City;
- (E) assist City in any hearing conducted by CalRecycle relating to City's compliance with AB 341, AB 939, AB 1826 and SB 1383;
- (F) assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE and Household Hazardous Waste Element, as well as any related requirements of AB 341, AB 939, AB 1826 and SB 1383;
- (G) provide City with recycling, source reduction, and other AB 341, AB 939, AB 1826 and SB 1383 related technical assistance;
- (H) defend, with counsel acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by the Board pursuant to AB 341, AB 939, AB 1826 and SB 1383;
- (I) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 341, AB 939, AB 1826 and SB 1383 diversion requirements, or violation of any other provision of AB 341, AB 939, AB 1826 or SB 1383, arising from or in any way related to Contractor's performance of its obligations under this Agreement.

8.5.4 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with the requirements of AB 939. At the City's request, Contractor agrees to perform a characterization study. The study will be to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939. Contractor will perform additional studies every five (5) years thereafter. Contractor will submit study data and results to City within 30-days after study completion.

8.5.5 Implementation of Additional Diversion Services

In the event City does not meet the diversion requirements imposed by State Law, including those imposed by AB 939, with respect to all waste generated in City, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor agrees to

do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative waste processing and disposal technologies are included among the kinds of changes which City may direct.

8.6 Additional Services

As part of the consideration for entering this Agreement, Contractor shall provide the following additional services at no charge, and shall not adjust its rates to Customers to offset costs incurred in providing any of the following services:

8.6.1 Biennial Document Shredding Events

Not less than two times per year, using two shred trucks per event, on dates and at locations in City agreed upon by Contractor and City, Contractor shall hold a document shredding event for Customers in City. This event shall be structured to allow any City resident or the owner of any business in the City may bring up to two “banker boxes” of documents to the designated location for shredding. Contractor shall deliver the shredded materials to an appropriate recycling facility, and shall not deliver such materials to a landfill for disposal. Contractor may require reasonable evidence that persons delivering documents for shredding in connection with this event are City residents or the owners of businesses in the City.

8.6.2 City Sponsored Events

Contractor shall provide Solid Waste Handling Services for not for profit events sponsored by the City. These events shall include, without limitation, those set forth on the attached Exhibit C. In fulfilling the obligations created by this Section, Contractor shall provide Containers to Collect and dispose of all Solid Waste including cardboard waste boxes with liners, Bins or Roll off Boxes as applicable, as well as Containers to Collect source-separated Recyclable Materials. Contractor shall also provide up to forty (40) portable toilets per calendar year for events sponsored by the City, or for use in connection with other activities as determined by City. Portable toilets can be serviced up to two (2) times per event.

8.6.3 Recycling Assistance for Special Events

Contractor shall assist the coordinators of special events in City in the implementation of recycling programs. Contractor shall be responsible to prepare and submit to City a “waste reduction and recycling plan” prior to such events, and within 30 days following each such event shall submit a “waste characterization report” listing the amount of each material collected for disposal and recycling at the event.

8.6.4 Bin and Bin Enclosure Cleaning

Contractor shall clean out any overflowing Bins or Bin enclosures within the Franchise Area within twenty-four (24) hours of notification by City. Contractor may bill Customers for any such services when they are required by City at rates subject to approval by City. Contractor shall work with the City Manager in identifying continual problems in Customer Bins or Bin enclosures.

8.6.5 Litter Abatement

Contractor shall respond to calls from City's Maintenance and Code Enforcement Divisions and from its Police Department, to provide Containers and dispose of Bulky Items and other Solid Waste as a result of illegal or unauthorized dumping, or other Code enforcement matters, occurring within the Franchise Area. Contractor agrees that if requested to provide such services in connection with abatement activities for which reimbursement is sought from the property owner by City through abatement liens or otherwise, Contractor will provide billing information sufficient for City to include it in its liens, and Contractor will be paid at such time as the abatement lien is paid, or reimbursement is otherwise obtained by City from the property owner.

8.6.6 Holiday Trees

Contractor shall, free of charge, pick up all Holiday Trees placed out for Collection by Customers during the first two (2) weeks following Christmas Day. Contractor shall accept all Holiday Trees delivered to its yard in Palm Desert following the above two (2) week period, at no extra charge.

8.6.7 Handling of Electronic Waste

Contractor shall Collect electronic waste, or "e-waste," placed for Collection by any Customer, but shall handle and dispose of such materials in accordance with all applicable laws and regulations.

8.6.8 Acceptance of Recyclable Materials and Household Hazardous Waste

Contractor shall accept, free of charge, batteries, florescent or mercury light tubes, and materials commonly known as e-waste that are dropped off by Customers at Contractor's yard in Palm Desert. Contractor shall seek grants, which if obtained, will enable it to similarly accept any items which are Household Hazardous Waste at no charge to Customers. Contractor shall use reasonable efforts to ensure that materials so delivered receive the highest possible rate of recycling. Contractor shall properly store, handle and dispose of all e-waste and Household Hazardous Waste once delivered to it, and in doing so shall comply with all laws and regulations, including specifically the Environmental Laws.

8.7 Special Services

Contractor may provide special pickup procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established by Contractor, which rates are subject to approval by the City Manager. Contractor shall notify the City Manager of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections, review the proposed rate, and impose appropriate regulations

8.8 Street Sweeping

Pursuant to this Agreement, Contractor shall cause to be provided street sweeping services within the City, which may be provided through the use of subcontractor(s) approved by the City Manager, in his/her sole and absolute discretion, and Contractor shall cause to be furnished all labor, equipment, and materials necessary for the satisfactory performance of the street sweeping services. All street sweeping shall be in compliance with applicable law, including that any vehicles will be compliant with SCAQMD rules 1186 and 1186.1. Contractor shall dispose of or cause the disposal of all refuse collected by hauling the material to a legally established refuse disposal site, at a site approved by the City.

In explanation of the foregoing, street sweeping services are to be provided to ameliorate the impacts of inadvertent spillage of Solid Waste onto City's streets and rights-of-way, as well as the impacts of Solid Waste which escapes from Containers due to wind and other natural conditions, Street sweeping shall commence following the Effective Date on such date as is directed by the City Manager, bearing in mind City currently completes street sweeping services with its own equipment and personnel.

The level of street sweeping service Contractor (or City-approved subcontractor) provides City under this Agreement shall, at a minimum, be equal to the level of street sweeping service the City was receiving immediately prior to the Effective Date of this Agreement. At the written request of the City Manager, Contractor (or City-approved subcontractor) shall cause to be provided street sweeping in connection with any new streets added to the City such as if City annexes additional territory beyond its current city limits and, in addition to the rates chargeable under Section 8.8.2 below, Contractor may invoice City for any costs incurred for the new streets at the same rate per curb mile proposed by Contractor (or City-approved subcontractor) as of the Effective Date. If Contractor uses a City-approved subcontractor for street sweeping services, its subcontractor may invoice the City directly at the above noted per curb mile rate for the new streets.

8.8.1 General Provisions re Removal of Debris from Streets

Contractor agrees to cause to furnish all tools, equipment, apparatus, facilities, expertise, labor, and materials (including water), and cause to be performed all work necessary to sweep all public streets, alleys, cross gutters, and medians in the City (the "Street System") so as to remove debris therefrom in a good and workmanlike manner. Said work shall be performed and completed to the reasonable satisfaction of the City Manager, and consistent with industry standards and the Service Standard Memorandum.

8.8.2 Costs Attributable to Street Sweeping

Notwithstanding any provisions in this Agreement to the contrary, the maximum cost that Contractor (or City-approved subcontractor) may charge City for street sweeping services shall not exceed One Hundred Sixty One Thousand Two Hundred Sixty Seven Dollars (\$161,267.00) per year ("Maximum Street Sweeping Costs"), adjusted by the CPI as set forth in Section 24.3 of this Agreement. Street sweeping services shall be integrated into the service components and rate structure set forth in Section 24 of this Agreement.

8.8.3 Frequency of Sweeping

The entire Street System shall be swept once every two weeks, covering approximately 224 curb miles per two week cycle, with the intent that to the degree feasible streets will be swept on the day after Solid Waste Collection services are provided to the adjacent Premises.

In addition to Contractor's causing of sweeping of City's entire Street System, and upon written request by City, Contractor shall also cause to be provided sweeping services following: (1) events within City Limits, including, but not limited to, parades, community celebrates, and other activities involving the use of City streets, and (2) accidents and emergencies which necessitate sweeping of streets during regular sweeping hours.

8.8.4 Operations: Compliance With Laws and Regulations

The street sweeping methods and procedures used by the Contractor (or City-approved subcontractor) shall be consistent with the current standards in the industry, in compliance with all federal, state and local laws and regulations, and shall be subject to the approval of the City Manager.

8.8.5 Schedule and Routes

Street sweeping routes and schedules are to be developed by Contractor (or City-approved subcontractor) and approved by the City Manager. Contractor (or City-approved subcontractor) shall endeavor to set routes and schedules which follow the weekly Collection of Solid Waste by Contractor. The City Manager shall approve the hours during which the sweeping shall be performed and may direct Contractor to cause to be changed the schedule to meet the needs of City to ensure adequate street sweeping.

The City Manager may grant Contractor (or City-approved subcontractor) an exception to the above sweeping schedule due to extreme weather conditions; provided, however, Contractor (or City-approved subcontractor) shall be required to perform extra sweeping work caused by the extreme weather conditions without any additional charge to City. In the event Contractor (or City-approved subcontractor) is prevented from completing sweeping, in accordance with the schedule approved by the City Manager, due to equipment breakdown or for reasons other than extreme weather conditions, Contractor (or City-approved subcontractor) shall be required to complete the sweeping no later than by the end of next business day.

8.8.6 Emergency Services

Contractor (or City-approved subcontractor) shall provide emergency contact information and a 24-hour on call telephone number. Contractor (or City-approved subcontractor) shall provide services on an emergency basis outside of the sweeping hours and routes established under this Agreement when requested by the City Manager (or designee). Contractor (or City-approved subcontractor) shall provide up to ten (10) hours per year of emergency sweeping services (meaning actual sweeping time, and not including travel time to and from service locations), after regular business hours, upon request of the City Manager, at no cost, it being expressly understood by City and Contractor that the City intends to continue to use the City's existing street sweeping equipment and personnel on a limited basis, which includes off-hour

emergencies, but there may be some instances during a year when the City Manager may request additional emergency street sweeping services that are not capable of being completed by the City's existing equipment or personnel.

8.8.7 Complaints and City Contact

Contractor shall cause to be resolved complaints related to street sweeping, including by re-sweeping areas not properly serviced if necessary, within 24 hours. Contractor shall cause to be provided a contact person with whom the City may directly communicate to discuss street sweeping issues, and if a subcontractor is used by Contractor for sweeping City may directly communicate with said subcontractor and give direction consistent with the terms hereof.

8.8.8 Sweeping Vehicle Speed

Street sweeping vehicles shall not operate at a speed that exceeds the manufacturer's recommendations for the sweeper and/or the speed for good street sweeping practice as determined by the City Manager. In no event shall vehicle speed exceed ten (10) miles per hour during sweeping operations.

8.8.9 Safety

All safety related defects determined to exist on any sweeping vehicle shall be corrected by Contractor (or City-approved subcontractor) prior to the vehicle being utilized for further street sweeping operations.

8.8.10 Disposal of Refuse

Contractor (or City-approved subcontractor) shall dispose of all Solid Waste Collected in the course of street sweeping in the same manner as required for Solid Waste Collected in the course of providing Solid Waste Collection services. Contractor (or City-approved subcontractor) shall not temporarily stockpile street sweeping debris on any public property pending its ultimate disposal.

8.8.11 Contractor's Street Sweeping Equipment

(A) Type. Street sweeping equipment shall be a type consistent with the current standards in the industry and shall be subject to the approval of the City Manager. In addition, sweeping shall be conducted by either vacuum sweeper or combination sweepers. Mechanical broom sweeper may be approved by the City for certain heavy sweeping areas. All street sweepers utilized in this Agreement must be alternative fuel vehicles and meet all federal, state and local regulations including but not limited to SCAQMD Rules 1186 and 1186.1;

(B) Quantity. There shall be a sufficient number sweepers to provide the level of services required by the terms hereof;

(C) Condition. All vehicles and equipment used to perform street sweeping services shall be kept and maintained in good mechanical condition and working order. Any of the

primary sweepers which need to be permanently replaced due to age and the condition of the vehicle shall be replaced with a new vehicle. In addition, the following shall apply:

(i) Said equipment shall not be more than twelve (12) years old unless specifically approved by the City Manager;

(ii) Said equipment shall be kept clean at all times;

(iii) Said equipment shall be painted in a fashion approved by the City Manager; and,

(iv) Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired, whichever occurs sooner.

(D) Inspection. All equipment utilized for street sweeping operations shall be subject to inspection by the City Manager at any time.

8.8.12 Contractor's Street Sweeping Personnel

(A) Qualifications. Contractor (or City-approved subcontractor) shall employ competent and experienced drivers and mechanics for the performance of street sweeping operations ("Street Sweeping Personnel").

(B) Uniforms. Street Sweeping Personnel shall wear a clean uniform bearing the company's name, or other suitable clothing as approved by City Manager.

(C) Identification of Employees. Contractor (or City-approved subcontractor) shall provide identification badges, cards or similar devices, for all of its Street Sweeping Personnel who may make personal contact with residents of the City. City may require Contractor (or City-approved subcontractor) to notify Customers yearly of the form of said identification.

(D) Employee List. Contractor (or City-approved subcontractor) shall provide City a list of its Street Sweeping Personnel and update the list, as needed, to keep it current.

(E) Driver's License. Street Sweeping Personnel shall, at all times, carry a valid operator's license for the type of vehicle he or she is operating.

(F) Discontinued Use of Unsatisfactory Employees. No Street Sweeping Personnel shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor (or City-approved subcontractor) that such person is determined by City to be intemperate, discourteous, disorderly, inefficient, or otherwise objectionable.

(G) Training and Legal Compliance. Contractor (or City-approved subcontractor) shall provide operating and safety training for all of its Street Sweeping Personnel that meets minimum OSHA, and all other applicable standards.

8.8.13 Contract Administration

(A) Verification. At the discretion of the City Manager, the City may require the installation of odometers, time clocks, or other specialized equipment to verify work performed.

(B) Monthly Report. Contractor (or City-approved subcontractor) shall keep a daily log of streets swept. Said log shall state the area and the number of curb miles swept. A monthly report shall be prepared from the daily log and submitted to the City Manager. Alternatively, a website/internet based reporting system may be established if deemed to be acceptable to the City Manager.

8.8.14 Subcontracting

Contractor may utilize the services of a subcontractor to perform the services and meet the obligations set forth in this Section 8.8 if it first obtains the prior written consent of the City Manager. Any such subcontracting shall be subject to such reasonable conditions as may be required by the City Manager, and shall be subject to the following: (1) Contractor shall be responsible to ensure any permitted subcontractor complies with all applicable terms and conditions of this Agreement, (2) any permitted subcontractor shall be required to provide a written agreement to City, in a form approved by the City Attorney, demonstrating its agreement to be bound by all applicable provisions of this Agreement, including specifically, without limitation, the insurance and indemnity provisions set forth herein (although the insurance limits may be adjusted to \$5,000,000 rather than the \$10,000,000 otherwise required), and (3) Contractor shall be responsible for the actions and/or omissions of any permitted subcontractor as if Contractor were carrying out the services in question itself.

8.9 Pilot Programs

The City may direct Contractor to perform additional services (including new diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, different kinds of services and/or new requirements for Customers, and alternative rate structures are included among the kinds of changes which the City may direct. Contractor may receive an adjustment in its compensation based on its reasonable costs for providing such additional or modified services as agreed between the City and Contractor.

8.10 Three Container System.

8.10.1 General.

No later than January 1, 2022, Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Agreement, using Containers that comply with the requirements of this Agreement and SB 1383 Regulations (or where a substantially similar

arrangement whereby Green Waste is handled by a third party, no later than December 31, 2022). Contractor shall not knowingly Collect Blue, Green, or Gray Containers that include Prohibited Container Contaminants.

8.10.2 Source Separated Recyclable Materials Collection (Blue Container).

Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service. Contractor shall Transport the Source Separated Recyclable Materials to Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSGCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber.

8.10.3 SSGCOW Collection (Green Container). Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service. Contractor shall Transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50lbs, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Contractor may Collect compliant Compostable Plastics, as defined, in the Green Containers for Processing. At least six months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Contractor elects to Collect Compostable Plastics in the Green Container, then Contractor shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Contractor will not Collect Compostable Plastics in the Green Container.

8.10.4 Gray Container Waste Collection.

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service. Contractor shall Transport

the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Contractor may allow carpets, Non-compostable Paper and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

8.11 Use of Plastic Bags for SSGCOW Collection.

Contractor may require Customers and Generators to place Food Waste in plastic bags or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. Contractor shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Contractor shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW.

8.12 Contamination Monitoring.

A. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container).

2. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following three consecutive instances of Prohibited Container Contaminants within a six-month time period, Contractor may assess contamination Processing fees; and, (v) may include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

3. **Notice of Assessment of Contamination Processing Fees.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container on more than three occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a contamination Processing fee of \$15 for Residential Customers and \$75 for Commercial Customers_ (which will be adjusted annually pursuant to Section 24.3). Contractor shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed. Contractor shall leave a contamination Processing

fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

B. Disposal of Contaminated Materials. If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with any and all SB 1383 Regulations for disposal and complies with the noticing requirements in subsection A above.

8.13. Route Reviews and Waste Evaluations.

Contractor shall meet its SB 1383 Regulations contamination monitoring requirements commencing September 1, 2022, using either Route Reviews or Waste Evaluations; provided however, that if Contractor complies with SB 1383 Regulations using a Performance-based Compliance Approach, it shall monitor containers using waste evaluations, as outlined herein:

A. Route Reviews

1. If Contractor elects to perform Route Reviews, Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the City; is conducted in a manner that results in all Hauler Routes being reviewed annually, and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually.

2. Upon finding Prohibited Container Contaminants in the Container, Contractor shall follow the contamination monitoring noticing procedures in Section 8.12.

B. Waste Evaluations

Alternatively, if Contractor elects to perform Waste Evaluations, Contractor shall, conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c) (or successor section). The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

1. Sampling Method, Study Protocols. The Contractor shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

a. If using a Standard Compliance Approach, Contractor shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5(c) (or successor section). If using a Performance-based Compliance Approach, Contractor shall conduct waste evaluations at least

twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers.

b. The Contractor's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.

c. The waste evaluations shall include samples from each Container type served by the Contractor and shall include samples taken from different areas in the City that are representative of the City's waste stream.

d. The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.

e. The Contractor shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

i. The Contractor shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling.

ii. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

iii. For each 200-pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

iv. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

2. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall:

a. If using a Performance-based Compliance Approach, notify the City within fifteen (15) working days of the waste evaluation.

b. Within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City..

c. If using a Performance-based Compliance Approach, Contractor shall allow a representative of the City and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers, upon request.

3. Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

C. Recordkeeping Requirements. Contractor shall maintain all applicable records required under SB 1383 Regulations, and report to the City on a monthly basis on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

D. Nothing in this section shall prohibit Contractor from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time, or being relieved of, or delaying compliance with such requirement pursuant to SB 619.

8.14 Education and Outreach.

A. Contractor shall, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Contractor shall cooperate and coordinate with the City on public education activities.

B. On or before July 1, 2022, the Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on the Contractor's City-specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

1. Name and physical address;
2. Contact information;
3. Collection service area; and,
4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

C. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

1. Information about the City's Edible Food Recovery program;
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;

3. Information about Food Recovery Organizations and Food Recovery Services operating within the City,, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

D. The Contractor may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

E. Contractor shall comply with all applicable public education and outreach record keeping and reporting requirements as provided by SB 1383 and the SB 1383 Regulations.

8.15 Generator Waiver Program Coordination.

8.15.1 General.

In accordance with SB 1383 Regulations, the City may grant waivers (de minimis, physical space or Collection frequency) to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11 (or successor section). If using a Performance-based Compliance Approach, the City agrees it will only grant waivers if at least ninety percent (90%) of Single-Family Generators and ninety percent (90%) of Commercial Generators (including Multi-Family Generators) participate in the three-Container Collection program.

8.15.2 Requests Submitted to Contractor.

Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Contractor. Contractor shall within 10-days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the City within 15-days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis.

8.15.3 Contractor Change in Customers' Service Levels.

When the City grants a waiver to a Generator, the City shall notify the Contractor within 10-days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor shall have 10-days to modify the Customer's Service Level and billing statement, as needed.

8.15.4 Reverification of Waivers.

It shall be the responsibility of the Contractor to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Contractor shall maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

8.15.5 Contractor Recordkeeping of Generators Granted

Waivers. Upon Contractor request, no more than four (4) times per year, the City shall provide Contractor an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications, as required herein.

8.16 Inspection and Enforcement.

Beginning May 1, 2022, Contractor shall assist the City with and/or conduct applicable inspections and enforcement, to the extent delegable, as required by SB 1383 Regulations.

Contractor shall maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations.

8.17 Complaints.

A. Contractor shall coordinate with the City and/or investigate any applicable complaints, if required by and in accordance with SB 1383 Regulations.

B. Contractor agrees to maintain a computer database log of all applicable oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all applicable Customer complaints. Contractor agrees to document and maintain for a period of at least twenty four (24) months on a form or log all Complaints registered by Customers and Persons.

8.18 Provision for Recovered Organic Waste Product.

Contractor agrees to coordinate and cooperate with the City to meet its Organic Waste produce procurement target, as required by SB 1383 Regulations. Contractor and City may enter into a separate agreement to meet the City's Organic Waste produce procurement target, including, but not limited to, an agreement that the City may procure compost from Contractor and that Contractor would market the compost material to the agricultural community on City's behalf.

**SECTION 9.
MINIMUM STANDARDS FOR CONTRACTOR'S SOLID
WASTE HANDLING SERVICE COLLECTION VEHICLES**

9.1 General

Contractor shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection day's sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Contractor shall use due care to prevent Solid Waste from being spilled or scattered during the Collection or transportation process. If any Solid Waste is spilled, Contractor shall promptly clean up all spilled materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose. Contractor shall not transfer loads from one vehicle to another on any public street or private roadway, unless it is necessary to do so because of mechanical failure or damage to a Collection vehicle which renders it inoperable. The Contractor shall clean up litter in the immediate vicinity of any Solid Waste storage area (including the areas where Containers are delivered for Collection) whether or not Contractor has caused the litter. Contractor shall notify the Customer and the City after the second occurrence. If a second notice is delivered within six (6) months of the first notice, and if Contractor is required to clean up the Customer's property, City either may require the Customer to accept and pay for increased service (such as, a larger Container or more frequent Collections as determined by the City in its reasonable discretion) or may authorize Contractor to bill the Customer for additional clean-ups at rates established by City, or both. Contractor shall cover all open Containers during transport to the disposal site.

9.2 Air Quality/Fuel Requirements

Contractor's Collection Vehicles shall comply with all rules and regulations of the Southern California Air Quality Management District, the Air Resource Board, and any other regulatory body that may be in effect during the term of this Agreement, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement. In addition to such requirements as may be imposed by the of the Southern California Air Quality Management District, the Air Resource Board, or any other agency with similar jurisdiction, as of the Effective Date all Collection Vehicles except so called "Rolloff Trucks" shall be powered by engines that are either "alternative fuel powered" in accordance with the standards of the South Coast Air Quality Management District and acceptable to City, or, in the absence of such standards having been adopted by SCAQMD, fueled exclusively by either liquefied natural gas or compressed natural gas. So long as no greater requirement is imposed by law (including by standards imposed by SCAQMD), Contractor will not be deemed to have violated the minimum requirement imposed by City for use of liquefied or compressed natural gas Collection Vehicles, if a "spare" Collection Vehicle is used that does not meet this minimum requirement; provided that no such spare shall be used as a replacement Collection Vehicle for more than 14 consecutive business days, and spare Collection Vehicles that do not meet the City's minimum requirement shall not be used on more than a total of 60 days in any calendar year.

9.3 Specific Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

(A) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(B) Each Collection Vehicle shall be inspected, at least once every two years, either by the California Highway Patrol or another appropriate local law enforcement agency having jurisdiction to provide commercial vehicle inspections. A record of each vehicle's annual inspection shall be kept by Contractor and the results of said inspections shall be made available to the City Manager upon request.

(C) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the vehicle.

(D) Each Collection Vehicle shall be continuously maintained in a watertight and leak-proof condition per industry standards. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(E) Each Collection Vehicle shall be painted periodically, and not less than once every two years, which shall include all necessary body work, and shall be regularly cleaned, so that such vehicles do not become unsightly, as determined by the City Manager. Contractor's name, local or toll free telephone number, and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height on both sides of each Collection Vehicle. Each Collection Vehicle shall display the words "Serving the City of La Quinta" in letters no less than two (2) inches in height.

(F) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out and shall be washed at least once every seven (7) calendar days and steam cleaned on a regular basis.

(G) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

(H) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry, and at a minimum shall have a video monitor based back-up system, or its equivalent. Contractor shall keep a sufficient supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the services contemplated by this Agreement.

(I) Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed

from service until repaired and operating property. Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

(J) No Collection Vehicle shall be utilized if it is leaking break, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from their vehicles per the NPDES permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such clean-up efforts.

(K) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

(L) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Manager.

(M) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations. Noise levels of equipment used for Collection shall no event exceed seventy-five (75) dba when measured at a distance of twenty-five (25) feet from the vehicle, five (5) feet from the ground.

(N) Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as (and if) the City Manager determines his concern regarding said Collection Vehicle are corrected.

9.4 Costs of Operation and Damages

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all applicable laws and regulations, including without limitation any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

9.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

9.6 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any law or regulation or this Agreement, or otherwise in an unsatisfactory operating condition; and any such vehicle shall not be returned to service until the City Manager gives his written consent for its return.

**SECTION 10.
CONTRACTOR'S SOLID WASTE HANDLING
SERVICE PERSONNEL**

10.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing the Contractor's name.

10.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly of the form of said identification.

10.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

10.4 Driver's License

Each employee operating a vehicle as part of his duties shall, at all times, carry a valid operator's license for the type of vehicle he is operating. All employees who may have contact with Customers in the course of performing their duties shall be able to speak English.

10.5 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor that such employee is determined by City to be discourteous, disorderly, inefficient, or otherwise objectionable.

10.6 Training and Legal Compliance

Contractor shall provide operating and safety training that meet minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its employees and personnel.

10.7 Customer Service

10.7.1 Local Office; Local Participation

(A) Contractor shall maintain an office within a ten mile radius of the intersection of Washington and Highway 111. Said office shall be open at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English, shall be present and available during all times that an office is required to be open as noted above ("Office Hours"), for personal communication with the public, and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

(B) Contractor shall, in addition to maintaining a local office, establish a local presence in the City. Contractor shall achieve such presence by joining, and maintaining a membership in, the La Quinta Chamber of Commerce, and by otherwise participating in the local community, such as by sponsoring local events.

10.7.2 Telephone Customer Service Requirements

(A) Contractor shall maintain a toll free telephone number that rings at an office within the Coachella Valley at all times during Office Hours. Both English and Spanish speaking personnel will be available during Office Hours to assist Customers with telephonic inquiries. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall also maintain a toll free telephone number for use at times other than Office Hours, which number shall be published in the La Quinta telephone directory at the Contractor's expense. Contractor shall have a representative, answering or message providing/receiving (voice-mail) service available at said non-Office Hours telephone number. Calls received at times other than during Office Hours shall be responded to on the next business day. Contractor shall provide City with a 24-hour emergency number to a live person, not voice-mail.

(B) Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller will either be switched to a message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

(C) Contractor shall record Customer complaints regarding Customer service personnel in accordance with Section 10.7.3. Customer service representatives receiving

multiple complaints are to be transferred from Customer service duties relating to services performed under this Agreement.

10.7.3 Complaint Documentation

(A) All service complaints shall be directed to Contractor. Contractor shall log all complaints received by telephone and said log shall include the date and time the complaint was received, the name, address and telephone number of the caller, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint.

(B) All written Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken by Contractor to respond to and remedy the complaint.

(C) Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

(D) All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form approved by the City that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

10.7.4 Resolution of Customer Complaints

(A) Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Contractor shall pay City one hundred dollars (\$100.00) for each City intervention in a dispute between Contractor and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

(B) Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special services as set forth in Section 8.7, the matter shall be dealt with pursuant to this Section, be determined by the City, and the City's decision shall be final.

(C) Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

10.7.5 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints. City shall have the right to approve the Contractor's choice for a liaison.

10.8 Education and Public Awareness

10.8.1 General

(A) Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939, AB341, AB1826 and SB 1383. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

(B) Contractor shall maintain its own program of providing information relevant to needs and methods to reduce, reuse and recycle Solid Waste with its bills. All public education materials shall be approved in advance by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide quarterly reports summarizing its public outreach and education efforts.

(C) At a minimum, Contractor shall conduct school assemblies and promote recycling through presentations and educational materials to the Chamber of Commerce, homeowners associations, construction contractors and other civic groups. Contractor shall also provide articles on recycling for local newsletters. Contractor will report its public education activities to City on a quarterly basis.

10.8.2 Implementation and On-going Education Requirements

(A) In order to promote public education, in addition to any other materials it develops, Contractor shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All of these materials and programs shall be produced and/or available in both English and Spanish languages.

(1) Container Labels – Refuse and Recycling Carts shall carry stickers/labels or other identifying markings indicating the materials that should and should not be placed in each Container, and noting holiday Collection schedules, and Contractor's Customer service numbers.

(2) Annual Notices – Not less than once each year during the Term of this Agreement, Contractor shall either prepare and mail notices to each Customer or take out an add in a local paper approved by the City Manager, promoting and explaining the following: programs (such as recycling, and Bulky Item Collections, and proper Hazardous Waste disposal); changes in commercial services; Collection schedules, including holiday schedules; and the procedures to begin and terminate services. These materials, and their precise content, shall be subject to City Manager's review and approval.

(3) Corrective Action Notice – Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

(4) Web Site Page – Contractor shall dedicate one page of its web site to City services, which shall include at least the following information: a listing of contact names and

numbers for Customer Service; information on Bulky Item Collection; Collection schedules, including holiday schedules; and the procedures to begin and terminate services. Contractor shall assist the City in establishing a link to this web page from the City's web site.

(B) All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

SECTION 11. CONTRACTOR'S CONSIDERATION

In addition to any other consideration set forth herein, as part of its consideration for entering this Agreement, and for the exclusive franchise, right and privilege to provide Solid Waste Handling Services within City as specified herein Contractor shall provide the following:

11.1 Administrative Cost Reimbursement

Contractor shall reimburse City for: (1) its annual consultant costs in an amount equal to One Hundred and Eight Thousand Dollars (\$108,000.00) [adjusted annually on January 1 by the change in the Consumer Price Index for All Urban Consumers, CUURA421SA0 not seasonally adjusted, all items index (CPI-U) – Los Angeles County, Riverside County, Orange County average]; (2) its actual consultant costs related to requests from Contractor pertaining to this Agreement [i.e., requests for discretionary rate adjustments, requests for transfers, or requests to consider new programs]; and (3) its legal fees and out of pocket costs incurred in the administration of this Agreement, including fees and costs associated with analyzing new legislation, considering requests from Contractor (including specifically, without limitation, requests for rate increases), and otherwise analyzing issues that arise in connection with this Agreement (the "Administrative Cost Reimbursement"). Invoices for the Administrative Cost Reimbursement will be provided to Contractor by City and shall be due to City within ninety (90) days. If any invoice for the Administrative Cost Reimbursement is not paid on or before the ninetieth (90th) day following the date upon which an invoice is mailed to Contractor, and in addition to any other remedy provided by law, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) per month, or portion thereof, of the amount owing until paid.

11.2 Franchise Fee

Contractor shall pay to City, a franchise fee equal to ten percent (10%) of Contractor's annual Gross Receipts each year, or portion thereof, during the entire Term of this Agreement (the "Franchise Fee"). Except with respect to Gross Receipts collected by the County Tax Assessor, said Franchise Fee shall be paid to City monthly on or before the fifteenth (15th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each payment shall be equal to ten percent (10%) of Contractor's Gross Receipts in the calendar month preceding the date payment was due (excluding amounts collected by the County Assessor). The Franchise Fee due hereunder shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term hereof. Franchise Fees shall be accompanied by a

statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. The Franchise Fee due in connection with amounts that are collected by the County Tax Assessor shall be deducted by City prior to City forwarding funds it receives from the Tax Assessor for payment of Solid Waste Handling Services to Contractor.

11.3 Services at City Facilities

Contractor shall provide Solid Waste Handling Services at all Premises owned and/or operated by the City, at no cost to City and shall provide Containers for such service as City deems appropriate for each of its various Premises (i.e., Carts, Bins or Rolloffs). Such services shall be provided for all existing City facilities, as they may be expanded from time to time, and all facilities acquired/constructed during the Term hereof. The existing City facilities at which Solid Waste Handling Services are to be provided at no charge as of the Effective Date include, but are not limited to, those listed in the attached Exhibit D. Excluded from the foregoing is the Collection of waste resulting from the construction of new City facilities or demolition of existing City facilities; provided, however, Contractor shall provide Solid Waste Handling Services for such construction/demolition activities at City owned Premises at a rate that does not exceed the maximum rate for such services as set forth on Exhibit A, including a discount of fifteen percent (15%) off of the service component of such maximum rate.

11.4 AB 939 Fee

Contractor shall pay City an amount as more fully set forth below on a monthly basis which is intended to defray City's costs associated with implementing and administering recycling and diversion programs required to ensure compliance with AB 939 (the "AB 939 Fee"). Except with respect to Gross Receipts collected by the County Tax Assessor, said AB 939 Fee shall be paid to City monthly on or before the fifteenth (15th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. AB 939 Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. The AB 939 Fee due in connection with amounts that are collected by the County Tax Assessor shall be deducted by City prior to City forwarding funds it receives from the Tax Assessor for payment of Solid Waste Handling Services to Contractor. The amount of each payment shall be based upon the type of service (excluding commercial recycling bin services – no AB 939 fee) provided to each Customer and on a monthly basis shall be as set forth on the following table:

**Table 1:
Monthly AB 939 Fee Calculation**

- Customers receiving Carts or Manual Collection at Dwellings: \$.10/month/Customer
- Rolloff Boxes: \$1.00/ton of Solid Waste Collected
- Customers receiving refuse service in Bins:

2 YARD BINS	
Pickups Per Week	Monthly AB939 Fee
1	.90
2	1.63
3	2.32
4	3.02
5	3.67
6	4.41

3 YARD BINS	
Pickups Per Week	AB939 Fee
1	1.19
2	2.14
3	3.07
4	3.95
5	4.88
6	5.77

4 YARD BINS	
Pickups Per Week	AB939 Fee
1	1.61
2	2.72
3	3.84
4	4.97
5	6.05
6	7.13

6 YARD BINS	
Pickups Per Week	AB939 Fee
1	2.41
2	4.09
3	5.78
4	7.48
5	9.11
6	10.76

**SECTION 12.
CHARGE FOR LATE PAYMENTS**

In the event Contractor fails to timely make any of the payments provided for in this Agreement (whether reimbursements, Franchise Fees, payments of funds collected in connection with billing services, or otherwise), Contractor shall pay to City, as additional consideration, a sum of money equal to five percent (5%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting for, and collecting said delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition, any amounts not paid to City by Contractor within sixty (60) days of the due date shall be subject to interest in the amount of seven percent (7%) per annum, calculated on a daily basis for each day such sums remain past due.

**SECTION 13.
CONTRACTOR'S BILLING SERVICES AND SYSTEMS**

13.1 Residential Customers

13.1.1 General – Tax Roll Billing

Each Customer at a Single Family Dwelling will be billed via the County tax rolls an amount for the service they receive (i.e., Automated via Carts or Manual Service); excepting those premises for which a Self Hauler exemption has been established as provided in the Municipal Code. If, for any reason, billing for a Customer at a Single Family Dwelling is not placed on the tax rolls as contemplated by the parties herein, such Customer shall be billed for services by Contractor in the same manner as other Customers, as set forth herein below. The maximum rate Contractor may charge Customers at a Single family Dwellings (if any) that are billed “directly” rather than through the tax rolls, shall be as indicated on the attached Exhibit A.

13.1.2 Credit for Residential Customers Receiving Bin Service

Any Customer at a Single Family Dwelling that receives Solid Waste Handling Services in a Bin, rather than through the use of a Refuse Cart or Manual Service, shall be billed by Contractor for such service as if they were a Commercial or Multi-Family Dwelling Customer and shall receive a credit from Contractor in an amount equal to the monthly charge for the service type for which they are billed on the tax rolls (with this credit clearly set forth on each billing statement).

13.1.3 Refunds for Vacant Properties

Customers that own Single Family Dwellings which are vacant for more than one hundred twenty (120) days shall be entitled to a refund from Contractor for any amounts paid on the tax rolls for services hereunder for each thirty (30) day period during which the vacancy exists. Such Customers shall be responsible to provide reasonable evidence to Contractor, pursuant to such guidelines as the City Manager is hereby authorized to develop, demonstrating the Premises was vacant for the period in question and that payments for which reimbursement is

sought was placed on the tax rolls for the Premises and paid. Requests for refunds shall be made within twelve (12) months of the date payment is due as established by the County Tax Assessor. Contractor shall be responsible to develop a methodology for evaluating and paying such refund requests, which shall be subject to the City Manager's approval. Any Customer grievance regarding a request for a refund pursuant to this Section may be appealed by the Customer to the City Manager whose decision shall be final. Contractor shall be entitled to receive a credit against future Franchise Fee payments for overpayments of Franchise Fees that may occur due to refunds provided pursuant to this Section.

13.2 Billing and Payment for Commercial and Multi-Family Customers

13.2.1 General

In connection with any Customer not billed on the County tax rolls for services provided hereunder, Contractor shall provide itemized bills for Solid Waste Handling Services, distinctly showing charges for all classifications of services, including charges for late payments. Contractor acknowledges that it, and not Customers, is to pay a Franchise Fee and AB 939 Fee to City as consideration for this Agreement. Accordingly, Contractor's bills shall not include separate itemization of a "franchise fee" "AB 939 Fee" or other similar designation. Billings shall be made monthly for Commercial Customers and may occur quarterly for Customers at Multi-Family or Single Family Dwellings. Customers may be billed in advance of, or subsequent to services being provided at the option of Contractor. Premises ordering service after the first of the month or canceling service prior to the end of the month shall be charged on a prorated per-pickup basis.

13.2.2 Unoccupied Premises

During any time when a Premises is unoccupied for more than one hundred twenty (120) days, and Collection services are not provided by Contractor, Contractor shall not bill such Premises for Solid Waste Handling Service. The Customer at any such Premises shall be responsible to provide reasonable evidence to Contractor, pursuant to such guidelines as the City Manager is hereby authorized to develop, demonstrating the Premises was vacant for the period in question. Any Customer grievance regarding a claim that a Premises was unoccupied and received no service, and hence should not be billed for a given period pursuant to this Section, may be appealed by the Customer to the City Manager whose decision shall be final.

13.2.3 Delinquent Accounts

Contractor may discontinue service to any Customer as set forth in this Section. Customers who have not remitted required payments within thirty (30) days after the date of billing shall be notified on forms approved by the City Manager. Said forms shall contain a statement that services may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. If payment is not made by the expiration of said fifteen (15) day period, Contractor may discontinue service forty-eight (48) hours thereafter. Contractor shall resume Solid Waste Handling Services on the next regularly scheduled Collection day for any Customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges, or at such sooner time as directed to do so by City. Any

delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City Manager approval.

13.2.4 Minimum Requirements for Billing Statements

In addition to any other pertinent data, billing statements mailed by Contractor shall be printed to contain the following information:

(A) A "statement date" indicating the date the bill is generated and mailed.

(B) A notice to Customers that payments are due upon receipt of the bill, an advisement that the Customer's account will become delinquent if payment is not received by the 30th day following the statement date, an advisement of the date and time by which payments must be received in order to avoid delinquent fees (i.e., 4:00 p.m. on the 45th day following the statement date), and a notification of the amount of fees that will be imposed and the potential for service interruptions if payments are not received by the specified date and time.

(C) An advisement to Customers that payments can be made in the following manner:

(1) by mailing payment to Contractor at such address as Contractor may designate; or

(2) by automatic withdrawal from a checking account; or

(3) by major credit card on-line (i.e., via the Internet).

(D) An advisement that inquiries relating to Solid Waste Handling Services should be directed to Contractor, including an address, phone number and internet site, for such inquiries.

13.2.5 Billing System

13.2.5.1 Computerization of Account Information

Contractor shall provide and maintain, at its expense, computer equipment sufficient to operate pertinent computer programs and otherwise provide the services required by this Section. Contractor shall create, at its own expense, computer programs sufficient to operate a computerized billing system, permanently maintain all account records and otherwise meet the requirements of this Section.

13.2.5.2 Minimum Computer Programming Requirements

In addition to any other requirements set forth herein, the programs created by Contractor to operate and maintain the billing system shall at a minimum be able to perform the following functions:

(A) create a permanent record of any adjustment to a Customer's account;

(B) work in connection with a backup system such that all Customer account data and records is protected from a computer failure and permanently preserved on not less than a daily basis;

(C) allow Customers to make payments on-line (i.e., via the Internet) by a major credit card.

13.2.6 Billing Inquiries

All billing inquiries shall be entered into the computerized billing system. Contractor's computer programs shall keep a permanent record of all billing inquiries and all adjustments to Customer bills resulting therefrom.

13.2.7 Distribution of Public Information

If requested to do so by City, and at no charge to City, Contractor shall insert any printed material prepared by City into its billing statements for delivery to its Customers. City shall not request Contractor to include any printed material in its bills if such material is of a size, shape, or weight that would increase Contractor's postage costs or if such material does not fit into the envelopes utilized by Contractor to mail the bills. Any printed material to be included in the bills to be mailed by Contractor shall be provided to Contractor within a reasonable time in advance of Contractor's scheduled mailing date, such that the insertion of such material into billing envelopes does not delay their scheduled mailing date.

13.3 Payment, Accounting Systems

13.3.1 Collection and Processing of Payments

13.3.1.1 Accounting and Deposit of Funds

All payments received by Contractor shall be appropriately credited to Customer accounts, deposited in a bank account and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping Contractor shall make all withdrawals from its bank accounts by check, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor of Contractor.

13.3.1.2 Allocation of Funds

With respect to payments received from each Customer, unless a Customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for Solid Waste Handling Services, then to any related delinquency fees or other administrative charges, up to the amount of any outstanding balance. Any overpayment shall be credited to future bills in the same sequence, or returned to Customers as appropriate.

13.3.1.3 Allocation of Funds by City

Within ninety (90) days of City's receipt of funds from the County Tax Assessor for payment of Solid Waste Handling Services, City shall provide an accounting to Contractor of the funds received and City's allocation of such funds. City shall at the same time forward the amounts it received from the County Tax Assessor as payment for Solid Waste Handling Services to Contractor, but shall withhold any amounts due to City as Franchise Fees and AB 939 Fees, as well as an amount equal to any amounts due to City pursuant to the terms hereof but not yet paid by Contractor.

13.3.1.4 Tax Roll Payments Limited

City has agreed to continue the practice established in the Prior Agreement of allowing the rates charged by Contractor to its Customers for services to be collected on the County property tax rolls. City is not by entering this agreement imposing any tax or levy on Contractor's Customers, and Contractor shall bear all risk that the property tax levy is not sufficient to cover its fees for services. Should that occur, Contractor's sole remedy shall be against its Customer, and Contractor shall have no recourse with City. In as much as payments may occur through the tax rolls by Customer's prior to services being received, City shall have the right to adjust payments to Contractor pursuant to Section 13.3.1.3 to ensure Contractor is not paid for services it does not provide. For instance, in the event payments occur in advance of the end of the Term of this Agreement, City shall not deliver funds to Contractor for periods following the end of the Term in which Contractor does not actually provide services.

13.4 Billing and Enrollment

A. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee.

B. City requires that Generators subscribe to Collection services. Contractor shall assist the City in ensuring that the subscription of Generators occurs in a timely and efficient manner. Contractor shall maintain records and provide reports necessary for the City to verify the subscription of Generators.

**SECTION 14.
FAITHFUL PERFORMANCE**

(A) Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of One Million Dollars (\$1,000,000.00). The Surety may be comprised of a combination of a performance bond and an irrevocable letter of credit however not more than ninety percent (90%) of the Surety may be in the form of a performance bond. The letter of credit utilized to satisfy the Surety requirement shall be drawn upon a financial institution with an office within one hundred (100) miles of City, and otherwise in a form acceptable to the City Attorney, and the performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. The cost of the Surety

shall be the sole responsibility of Contractor. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

(B) In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

(C) Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to:

(1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City, including specifically liquidated damages.

(2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

(D) City may draw upon the entire letter of credit utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 15. INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

15.1 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

15.2 Minimum Limits of Insurance.

Contractor shall maintain in force for the term of this Agreement limits no less than:

- a. Comprehensive General Liability: Ten Million Dollars (\$10,000,000) limit aggregate and Ten Million Dollars (\$10,000,000) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
- b. Automobile Liability: Ten Million Dollars (\$10,000,000) limit aggregate and Ten Million Dollars (\$10,000,000) limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
- c. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

15.3 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. If, in the reasonable opinion of the City, Contractor does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions, at the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.4 Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

15.4.1 General Liability and Automobile Liability Coverages

City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

Contractor's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards,

commissions, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Contractor for City.

15.4.3 All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

15.5 Acceptability of Insurers.

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Manager.

15.6 Verification of Coverage.

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.7 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation to either terminate this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Surety defined in Section 14 to pay the cost of providing such coverage.

**SECTION 16.
ASSIGNMENT, SUBLETTING, AND TRANSFER;
REQUIREMENTS AND LIMITATIONS**

16.1 General

Contractor shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council of the City. Any such Assignment made without the approval by the City Council of the City shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

16.2 "Assignment" to be Broadly Interpreted

For purposes of this Section the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of the Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City's consideration of and consent to an Assignment, the City Council of City may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to

the City's approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorney's fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). An advance non-refundable payment of seventy five thousand dollars (\$75,000.00) towards the Administrative Assignment Fee shall be paid to the City prior to City's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment.

(B) Contractor shall pay to City a transfer fee (the "Transfer Fee") in the following amount:

(1) if the request is dated prior to June 30, 2019, the fixed Transfer Fee shall be two hundred fifty thousand dollars (\$250,000.00);

(2) if the request is dated after June 30, 2019, and prior to June 30, 2020, the fixed Transfer Fee shall be two hundred thousand dollars (\$200,000.00);

(3) if the request is dated after June 30, 2020, and prior to June 30, 2021, the fixed Transfer Fee shall be one hundred fifty thousand dollars (\$150,000.00);

(4) if the request is dated after June 30, 2021, and prior to June 30, 2022, the fixed Transfer Fee shall be one hundred thousand dollars (\$100,000.00);

(5) if the request is dated after June 30, 2022, and prior to June 30, 2023, the fixed Transfer Fee shall be seventy five thousand dollars (\$75,000.00);

(6) if the request is dated after June 30, 2023, the fixed Transfer Fee shall be fifty thousand dollars (\$50,000.00).

(C) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(D) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local laws,

including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(E) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

16.5 Assignment to a Family Member

(A) Contractor is a Limited Liability Company (LLC) the membership interests for which are divided equally among four family members: Ed Burr, Cole Burr, Sandra Burr and Tracy Burr. Notwithstanding the fact it would otherwise fall within the provisions of this Section, any transfer of membership interests to an immediate family member of any of the above noted members may occur with the written approval of the City Manager, and without any of the other provisions of this Section 16 applying if Contractor certifies and the City Manager verifies that the transfer is in fact to an immediate family member or members; and, the City Manager finds both of the following: (i) that the transfer of membership interest will have no adverse impact on Contractor's operations in City, and (ii) that the transfer of membership interest will not result in any interest in Contractor being vested in any person who is not an immediate family member of the above noted four initial members of Contractor. In the event the City Manager is unable to make these findings, or has any concern regarding his ability to do so, he may refer the matter in whole or part to the City Council for its consideration, approval, or other action, and the City Council shall have the discretion to consider the matter as if it is a transfer as described in Sections 16.1 through 16.4.

SECTION 17. REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Hearing

(A) Commencing in or about October 2022, and on a biennial basis thereafter, City may hold a public hearing to review Contractor's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints,

amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

(B) In addition to the Solid Waste Services and Performance Review Hearings City may hold in accordance with the immediately preceding paragraph, if the number of Customer complaints regarding Contractor's Solid Waste Handling Services are deemed by City to be excessive, City may, at any time (subject to the paragraph immediately below), hold a Solid Waste Services and Performance Review Hearing.

(C) City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Hearing at least ninety (90) days in advance thereof. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

(1) Current diversion rates and a report on Contractor's outreach activities for the past year.

(2) Recommended changes and/or new services to improve the City's ability to meet the goals of AB 939 and to contain costs and minimize impacts on rates.

(3) Any specific plans for provision of changed or new services by Contractor.

(D) The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

17.2 Performance Satisfaction Survey

If requested by the City, Contractor will create and conduct a survey at Contractor's expense in preparation for any Solid Waste Services and Performance Review Hearing held pursuant to Section 17.1. City shall notify Contractor of its desire for such a survey at least ninety (90) days in advance of the Solid Waste Services and Performance Review Hearing. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Contractor. The Survey will be distributed to a minimum of ten percent (10%) of the Customers, selected at random. Contractor shall obtain City's approval of the survey's content, format, and mailing list prior to its distribution. The City may require that Contractor have Customer responses to the survey returned directly to the City. The Survey results shall be made available to the City thirty (30) days prior to the Solid Waste Services and Performance Review Hearing.

**SECTION 18.
CITY'S REMEDIES; DEFAULT AND TERMINATION**

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and recycling or any other applicable Federal, State, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of special wastes, or hazardous wastes, the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately cure any default set forth above, the City Manager, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Manager's decision is given. The City Manager shall schedule any appeal for consideration by the City Council at the earliest feasible City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as a regular agenda item. In reviewing the matter the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard. The Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate the Agreement, or to pursue any other remedy available to City.

18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Contractor an opportunity to cure in circumstances where Contractor is determined by City to have materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Contractor without affording Contractor the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

- (A) If Contractor practices, or attempts to practice, any fraud upon City.
- (B) If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- (C) If Contractor willfully violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.
- (D) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.
- (E) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.
- (F) If City is required to pay any fine or penalty, which is not paid on its behalf by Contractor or which Contractor fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939.
- (G) If Contractor, or any management level employee of Contractor is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

18.7.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor Initial Here _____ City Initial Here _____

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

18.7.3.1 Collection Reliability

(A) For each failure to commence service to a new Customer account within seven (7) days after order, which exceed five (5) such failures annually: \$150.00

(B) For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer account on the scheduled Collection day and not Collected within the period described in this Agreement: \$150.00

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: \$150.00

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright with lids secured which exceeds ten (10) such occurrences annually: \$150.00

(B) For each occurrence of excessive noise or discourteous behavior which exceeds ten (10) such occurrences annually: \$250.00

(C) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually: \$250.00

(D) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: \$250.00

(E) For each failure to clean up Solid Waste spilled from Containers within 90 minutes that exceeds ten (10) such failures annually: \$150.00

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$250.00

(B) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences annually: \$250.00

(C) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within twenty-four (24) hours of request from City or Customers: \$150.00

18.7.3.4 Timeliness of Submissions to City

(A) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- (1) Monthly Reports: \$100.00 per day
- (2) Quarterly Reports: \$250.00 per day
- (3) Annual Reports: \$350.00 per day

18.7.4 Process for Assessment of Liquidated Damages

(A) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

(B) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

(C) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against any security required by this Agreement to obtain payment, deduct amounts due from funds it receives from the County Tax Assessor which would otherwise be due Contractor, and/or find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

**SECTION 19.
CONTRACTOR'S REMEDIES; ADMINISTRATIVE HEARING**

19.1 Administrative Hearing

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the

parties, and shall be held before an impartial hearing officer to be determined by the City Manager. The hearing officer shall make an advisory ruling on Contractor's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Contractor has given timely written notice to the other that it will not accept the hearing officer's decision.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City, as required by Government Code Section 910 *et seq.*, within 30 days of the date of the occurrence giving rise to the claim for damages.

SECTION 20. CITY'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

(A) The right to use Contractor's Containers for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of Containers not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such Containers, the right to use and possess the Containers. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the Containers for the period of City's possession thereof;

(B) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

**SECTION 21.
RIGHTS OF CITY TO PERFORM DURING EMERGENCY**

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twenty-four (24) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

**SECTION 22.
PRIVACY**

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the billing information pertaining to any Customers, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having jurisdiction, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by AB 939 or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

**SECTION 23.
REPORTS AND ADVERSE INFORMATION**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- a. Determine and adjust the maximum allowable rates and evaluate the financial efficacy of operations;
- b. Evaluate past and expected progress towards achieving AB 939 and SB 1383 goals and objectives;
- c. Determine needs for adjustment to programs; and,
- d. Evaluate Customer service and complaints.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Contractor agrees to submit all reports in an electronic format approved by the City, compatible with City's software/computers at no additional charge. Monthly reports shall be submitted within twenty (20) calendar days after the end of the report month. Quarterly reports shall be submitted within twenty (20) calendar days after the end of the calendar quarter.

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at level acceptable to City (which at a minimum shall include: refuse, Organic Waste, quarts of used oil, number of oil filters, e-waste item counts, types of recyclables including PETE, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, and concrete), as well as by customer type (i.e., single family, commercial, roll-off, curbside used oil, etc.); the Facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Organic Waste Containers; and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis: the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted the previous quarter; and such other information or reports that the City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts and similar such documents in order to enable City to verify Contractor's quarterly reports.

23.3 Annual Reports

On or before June 30 of each year during the Term of this Agreement and within fifteen (15) days prior to the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

(A) A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(B) Route maps for all residential routes operating in the City. A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

(C) Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Manager;

(D) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees and AB 939 Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(E) A list of Contractor's officers and members of its Board of Directors;

(F) A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Contractor and any subsidiaries unless Contractor is a public corporation whose annual reports are publicly available; and

(G) Contractor agrees to submit such reports and information on computer discs or electronically in a standard format compatible with City's computer system as it may be upgraded from time to time, at no additional charge, if requested by City.

23.4 SB 1383 Reports. To the extent not otherwise included in the reports specified in Section 21.1, 21.2 and 21.3, Contractor shall provide to the City such reports, at such frequency as may be required by SB 1383 Regulations

23.5 Financial Report

City may require that Contractor provide Contractor's financial reports/statements for the most recently completed fiscal year in connection with an extraordinary rate adjustment request, any audit, or any effort to verify information required under this Agreement, or make such information available for review by its consultants. Financial statements shall include a supplemental schedule showing Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles

(GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Contractor as a direct cost of service. In addition, Contractor shall provide to City the supplemental schedule on a compiled basis. City shall to the extent legally possible keep Contractor's Financial statements as confidential documents, not subject to the California Public Records Act, including if Contractor avails itself of the protection afforded by Public Resources Code Section 40062 in providing information required by this Section.

23.6 Adverse Information

(A) Contractor shall provide City two copies of all reports and other material adversely affecting this Agreement submitted by Contractor to the United States Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

(B) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any Federal, State, and local courts, regulatory agencies, and other government bodies relating in any manner to Contractor's performance of services pursuant to this Agreement. To the degree authorized by law, any confidential data exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection.

(C) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request or require.

(D) All reports and records required under this or any other Section shall be furnished at the sole expense of Contractor.

23.7 Disaster Plan

Contractor provided a disaster plan as part of the Prior Agreement. Within 90 days of the Effective Date, Contractor shall prepare an updated draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, fire or other similar event. The disaster plan shall address priorities for cleanup at critical facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill. Contractor shall coordinate the plan with the Coachella Valley Business Emergency Service Teams. The draft plan shall be presented to City for its consideration, and the final plan shall incorporate City's comments. The final plan shall be distributed to those employees of Contractor and City who would have a role in implementing it in the event of a disaster.

23.8 Failure to Report

The refusal, failure, or neglect of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of the Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 24. COMPENSATION

24.1 Contractor Rates

Contractor shall provide services to Customers pursuant to this Agreement at rates it sets, charges to, and collects from Customers, which rates shall not exceed those set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all services to be provided, including transportation, disposal, and Bin costs, and no other charges shall be imposed by Contractor for such services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Consumer Price Index Adjustments to Service Component

Commencing on July 1, 2023, the service component associated with any of the maximum rates as set forth in Exhibit A shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by the following formula: The service component less applicable AB 939 Fee set forth in Section 11.5 (if any) multiplied by a percentage equal to the change in the Consumer Price Index ("CPI") for All Urban Consumers, CUURS49CSA0 not seasonally adjusted, all items index (CPI-U) – Riverside-- San Bernardino-Ontario, CA average for the twelve (12) month period commencing fifteen (15) months prior to the applicable Adjustment Date and ending three (3) months prior to the applicable Adjustment Date. At least forty-five (45) days prior to charging Customers any rate increased due to an increase in the CPI, Contractor shall obtain the City Manager's approval to do so. The City Manager shall approve such a request unless he determines, based upon substantial evidence, that the requested adjustment to the maximum rate does not meet the requirements as set forth herein.

24.4 Limitations to Annual CPI Adjustments to Service Component

Notwithstanding anything to the contrary in Section 24.3 above, the maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the provisions set forth below:

24.4.1 Rate Guarantee

Contractor has made various assurances to the effect that City's rate for Solid Waste Handling Services at Single Family Residential Dwellings will be among the lowest in the Coachella Valley. Hence, notwithstanding any increase in the CPI no annual increase to the maximum rates set forth on Exhibit A will exceed 103% of the lowest rate for "similar services" provided to residents at Single Family Dwellings anywhere in the Coachella Valley. For purposes of this Agreement, the rate for "similar services" is intended to mean the rate charged for services that include automated curbside Collection of mixed solid waste, automated collection of Recyclable Materials, Organic Waste materials and street sweeping services. No consideration of manual collection, or other special services provided to gated communities shall be considered when determining if services are similar in another community. As a further limitation, the maximum rates on Exhibit A shall never exceed the lowest rate for similar services in more than one City in the Coachella Valley (i.e., the maximum amount of any increase to the maximum rate shall be limited such that City's rates shall always be either the lowest, or second lowest rates for similar services in the Coachella Valley.)

24.4.2 Six Percent (6%) Cap

The service component of the maximum rate may not be increased in any given year by more than six percent (6%) without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3.

24.5 Program Residential Rate Phase-In

In an effort to reduce the initial rate impact to ratepayers, the Contractor shall receive the following compensation, in addition to the adjustment calculated in Section 24.3, as described below:

- July 1, 2023, an additional two dollars and twenty-five cents (\$2.25) per month added to the Residential basic service rates calculated
- July 1, 2024, an additional eighty cents (\$.80) per month added to the Residential basic service rates calculated
- July 1, 2025, an additional eighty cents (\$0.80) per month added to the Residential basic service rates calculated

24.5.1 Compliance with Agreement

No increase to the maximum rates shall occur if the City Manager determines that Contractor did not fully comply with all terms of this Agreement in the Rate Year preceding the

increase, including without limitation, provisions hereof relating to reporting, diversion, and Customer service standards.

24.6 Disposal Component and Recycling Processing Charges Adjustments

It is the intention of the parties that the disposal component and recycling processing charges associated with any of the maximum rates as set forth in Exhibit A shall be adjusted no more often than annually on each Adjustment Date such that they reflect each Customer's pro-rata share of any increase or decrease in the actual tipping fees charged by the location to which Solid Waste or Organic Waste is delivered by Contractor for disposal or the recycling processing charges as compared to sale of recyclables ("Net Recycling Costs") increase or decrease. As of the Effective Date Contractor has indicated that the Edom Hill Transfer Station is to be the disposal site, and the maximum rates set forth in Exhibit A reflect the costs of disposal at that location. In the event the tipping fees charged by this disposal site increase or decrease, if a new disposal site is proposed by Contractor and approved by City, or the Net Recycling Costs increase or decrease, the parties shall negotiate in good faith to determine the appropriate pro-rata change to the maximum rates charged to each Customer, taking into account all relevant financial data including processing costs and revenues for Solid Waste not taken to the disposal site, and the disposal component of the maximum rates set forth on Exhibit A will thereafter be adjusted accordingly at the next Adjustment Date. The City Manager may approve changes in the disposal component and recycling processing charges ("Net Recycling Costs") associated with any of the maximum rates set forth on Exhibit A, or, in his discretion, may refer such approval to the City Council.

24.7 Discretionary Adjustments

Contractor may request an adjustment to rates at reasonable times other than as set forth in Section 24.3 for unusual changes in the cost of providing service under this Agreement. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. City shall review the Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in the market value of Recyclables or processing costs for Recyclables or Organic Waste; inaccurate estimates by the Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles.

24.8 Grants

From time to time, Federal, State or local agencies including the City may provide to Contractor grants to assist in financing qualified programs provided by Contractor in the City (including, without limitation, grants for diversion programs and related equipment, alternative

fuel vehicles and equipment, and Household Hazardous Waste Collection and Disposal.) Contractor shall notify City upon receipt of any such grant funds that may be used to fund services provided pursuant to the terms of this Agreement. With the exception of grants already received by Contractor as of the Effective Date, and grants for either Household Hazardous Waste Collection and Disposal or Collection Vehicles, any funds received through grants for services in the City are intended to benefit City and its residents and businesses, and in essence are held by Contractor in trust on behalf of City. Accordingly, Contractor agrees that the total amount of compensation it receives from Customers hereunder, may be reduced by the amount of any such grant, unless the grant is used to pay for services in City. The City Council shall determine whether the reduction in Contractor's compensation shall be: (1) passed through to Customers designated by City as a reduction to maximum rates; (2) as an offset to the next increase to maximum rates requested by Contractor; (3) paid to City for use as City directs; or, (4) applied in any combination of (1) through (3).

SECTION 25. IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name "Burrtec Waste and Recycling Services, LLC" to identify itself to the public as the specific organization that shall provide all services under this Agreement. Unless otherwise approved in writing by City, this name shall be used for all correspondence, billing statements, directory listings, references, signs, and vehicle and Bin identification.

SECTION 26. CITY'S FLOW CONTROL OPTION

As of the Effective Date, and unless and until otherwise directed by City, Contractor may deliver Solid Waste Collected hereunder to any facility it deems appropriate to meet the requirements of this Agreement. It shall, however, notify City of all such facilities that it is utilizing. City shall have the option to direct and/or approve which transfer station, recycling facility, transformation facility, landfill, or other facility Contractor shall use to retain, process, recycle and dispose of Solid Waste generated within the Franchise Area. Contractor expressly consents to City's ability to direct the location for disposal of Solid Waste hereunder, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution.

SECTION 27. INDEMNIFICATION

27.1 General

(A) Contractor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively the indemnities) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected

with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, Companies and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution.) The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the indemnities negligence, but shall not extend to matters resulting from the indemnities sole negligence, or willful misconduct. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) City, its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse the City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

(B) Contractor, upon demand of the City, made by and through the City Attorney, shall protect City and appear in and defend the City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Solid Waste Handling Services in the City.

(C) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation and shall survive the expiration or earlier termination of this Agreement.

27.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to

response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in anyway obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material collected, transported, recycled, processed, treated or disposed of by Contractor.

(B) Contractor's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of the Environmental Laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Carpenter-Prusley-Tanner Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other Federal, State, regional or local environmental statutory or regulatory provision;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor;

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

(D) For purposes of this Agreement, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(o); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h), 25501(p), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25501(q); any chemical which the Governor has identified as a chemical known to the State to

cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

(E) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation and shall survive the expiration or earlier termination of this Agreement.

SECTION 28. CONTRACTOR'S BOOKS AND RECORDS; AUDITS

28.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the services provided hereunder, including but not limited to Customer lists, billing records, accounts payable records, maps, AB 939 and SB 1383 compliance records, records reflecting the number of refuse, recycling and Organic Waste routes and rout hours by service category (residential, commercial, roll-off, and special services), records demonstrating facilities, equipment and personnel used to perform services, records reflecting the number of refuse, recycling and Organic Waste containers in service by frequency of collection for each customer group (residential, commercial, roll-off); records reflecting the number of roll-off box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Riverside.

28.2 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City's Risk Manager and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

28.3 Audits

28.3.1 Annual Examination of Services

Every year Contractor shall fund the cost of an independent audit by a Certified Public Accounting firm of all accounts in City for each category of Customers serviced By Contractor. The annual audit shall be completed and provided to City within ninety (90) days following June 30th each year during the Term commencing in 2022. The audit shall at a minimum include, but not be limited to, an examination of all Gross Receipts and Franchise Fees paid thereon.

28.3.2 Discretionary Audits

In addition to the annual audits to be performed by Contractor, City may request Contractor to make any or all Records available to an independent auditor or examiner, to be selected by the City, at any time for auditing and examination purposes (a "Discretionary Audit"). City shall bear the cost of any Discretionary Audit except as otherwise provided herein. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with the Contractor's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit.

28.3.3 Route Audit

Contractor shall complete an audit at its expense of its Collection routes for all Customers at such times as may be requested by City. The timing of such audits is at the City's discretion and may be required to be timed with the issuance of a request for proposals for a new agreement. The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver or route supervisor of each Customer in the City. The route audit shall include, as a minimum, the following information for each account:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Service Level per Billing System (quantity, size, frequency);
- Service Level per Routing System;

- Observed Containers (quantity, type and size);
- Bin condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results thereof which shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Types of exceptions observed;
- Number of exceptions by type;
- Total monthly Billing, pre-audit;
- Total monthly Billing, post-audit (subsequent to corrections of identified exceptions);
- Percentage of the number of accounts with errors to the total number of accounts served;
- Percentage of the “net” change in monthly Billing as a result of the audit to the total pre-audit monthly Billing; and,

The report shall include a description of the procedures followed to complete the audit, and shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used. The report shall also include a description of the changes and Contractor’s plans to resolve any exceptions. The results of the audit shall be available for review by the City or its representative.

SECTION 29. TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of services. Contractor’s cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this Agreement. The failure to cooperate with

City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall provide any new solid waste enterprise with all keys, security codes and remote controls used to access garages, gates and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final collection activities, so as to not disrupt services. Contractor shall provide City with detailed rout sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of containers and pickup days) at least 90 days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition. Contractor shall provide means of access to the new solid waste enterprise at least one full business day prior to its first day of collection, and within sufficient time so as to not impede in any way the new solid waste enterprise from easily servicing all containers.

SECTION 30. GENERAL PROVISIONS

30.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes, lockouts, and other labor disturbances.

30.2 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

30.3 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets located within the City resulting from providing the services required hereunder.

30.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor to private or public property shall be promptly repaired or replaced at Contractor's expense.

30.5 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

30.6 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

30.7 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939, as implemented by regulations of CalRecycle ("Regulations"), as they from time to time may be amended. In the event that AB 939 or other state or federal laws or regulations enacted after this Agreement has been enacted, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties.

30.8 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by telecopier (fax), or United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of La Quinta
Attn: City Manager
78-495 Calle Tampico
La Quinta, CA 92253
Fax: (760) 777-7101

To Contractor: Burttec Waste and Recycling Services, LLC.
Attn: Chief Executive Officer
9890 Cherry Ave
Fontana, California 92335
Phone: (909) 822-2397; Fax: (909) 355-7158

or to such other address or telecopier number as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally or by Fax between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If served during other times, Faxed notice shall be deemed given the first business day following the day upon which it is so faxed. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail.

30.9 Guarantee of Contractor's Performance

Pursuant to a guarantee in substantially the form attached as Exhibit E, Burrtec Waste Group, Inc. ("Guarantor") has agreed to guarantee Contractor's performance of its obligations pursuant to this Agreement, and Guarantor shall provide a fully executed copy of the Guarantee required by this provision concurrently with Contractor's delivery of this Agreement to City.

30.10 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

30.11 Exhibits Incorporated

Exhibits A through E are attached to and incorporated in this Agreement by reference.

30.12 Joint Drafting

This Agreement shall be interpreted as if it were drafted jointly by the parties to the Agreement.

30.13 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

30.14 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

30.15 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

30.16 Section Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

30.17 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all applicable laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

“Signature page to follow”

“City”

CITY OF LA QUINTA

By: _____
Jon McMillen, City Manager

ATTEST:

By: _____
Monika Radeva, City Clerk

APPROVED AS TO FORM:

By: _____
William H. Ihrke, Special Council

“Contractor”

BURRTEC WASTE AND RECYCLING
SERVICES, LLC.

By: _____

Its: _____

EXHIBIT A
MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES:
ATTACHED

**City of La Quinta
Maximum Rates For Single Family Dwellings – Monthly***

Effective July 1, 2022

Single Family Dwellings	Service Component	Disposal Component	AB 939 Fees	Total Monthly Rate*	Total Yearly Rate
Tax Roll Billing	\$ 12.35	\$ 6.40	\$ 0.10	\$ 18.85	\$ 226.20
Direct Billing	\$ 14.04	\$ 6.40	\$ 0.10	\$ 20.54	\$ 246.48
Additional Refuse Cart	\$ 8.41			\$ 8.41	\$ 100.92
Cart Replacement - (Per Section 8.1.8 F) one-time fee	\$ 70.50			\$ 70.50	n/a
Bulky Item: in excess of 4 items or non-regular collection day**	\$ 21.15			\$ 21.15	n/a
Backyard Service					
Basic Additional Charge for Backyard Service	\$ 14.96			\$ 14.96	\$ 179.52
Charge for additional Recycling or Organics Cart	\$ 2.95			\$ 2.95	\$ 34.40
PGA – 2 nd Pick-Up Day	\$ 9.99	\$ 4.93		\$ 14.92	\$ 179.04
Surcharge for HOA's Desiring Monday Service	10% of Service Component			10% of Service Component	

*The maximum rates on this sheet shall apply to all customers receiving automated or manual service utilizing carts or cans, including specifically such customers (if any) at commercial premises.

**Charged for pickups in excess of four items, or pickup on a non-collection day. Pickup otherwise at no additional charge.

City of La Quinta

Maximum Rates for Customers Receiving Service in Bins - Commercial or Residential

Effective 7.1.2022

2 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 87.96	\$ 31.51	\$ 119.47
2 x per week	\$ 151.99	\$ 63.02	\$ 215.01
3 x per week	\$ 213.23	\$ 94.53	\$ 307.76
4 x per week	\$ 273.91	\$ 126.04	\$ 399.95
5 x per week	\$ 328.66	\$ 157.55	\$ 486.10
6 x per week	\$ 395.85	\$ 189.06	\$ 584.91
Extra Empty*	\$ 44.61	\$ 8.84	\$ 53.45

3 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 109.94	\$ 47.27	\$ 157.21
2 x per week	\$ 188.32	\$ 94.53	\$ 282.85
3 x per week	\$ 263.84	\$ 141.80	\$ 405.64
4 x per week	\$ 333.99	\$ 189.06	\$ 523.05
5 x per week	\$ 409.33	\$ 236.33	\$ 645.66
6 x per week	\$ 480.99	\$ 283.59	\$ 764.58
Extra Empty*	\$ 60.78	\$ 12.62	\$ 73.40

4 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 150.67	\$ 63.02	\$ 213.69
2 x per week	\$ 233.40	\$ 126.04	\$ 359.44
3 x per week	\$ 318.84	\$ 189.06	\$ 507.90
4 x per week	\$ 405.22	\$ 252.09	\$ 657.31
5 x per week	\$ 486.40	\$ 315.11	\$ 801.51
6 x per week	\$ 565.56	\$ 378.12	\$ 943.68
Extra Empty*	\$ 82.28	\$ 17.02	\$ 99.30

6 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 225.23	\$ 94.53	\$ 319.76
2 x per week	\$ 352.29	\$ 189.06	\$ 541.35
3 x per week	\$ 481.52	\$ 283.59	\$ 765.11
4 x per week	\$ 611.79	\$ 378.12	\$ 989.91
5 x per week	\$ 736.16	\$ 472.65	\$ 1,208.81
6 x per week	\$ 855.86	\$ 567.18	\$ 1,423.04
Extra Empty*	\$ 122.87	\$ 25.32	\$ 148.19

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$87.08 to add a locking bar to their Bin, and are subject to a charge not to exceed \$33.50 each time the locking bar needs replacement.

The Service Component for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount not to exceed \$36.22

The monthly Service Component for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$25.21.

The monthly Service Component for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$44.68.

**CITY OF LA QUINTA
Commercial Bin Recycling Rates**

Effective July 1, 2022

2 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 1.64	\$ 84.67
2 x Per Week	\$ 3.29	\$ 118.07
3 x Per Week	\$ 4.93	\$ 170.19
4 x Per Week	\$ 6.59	\$ 222.02
5 x Per Week	\$ 8.22	\$ 270.95
6 x Per Week	\$ 9.88	\$ 325.99
Extra Empty*	\$.38	\$ 32.88

3 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 2.46	\$ 86.65
2 x Per Week	\$ 4.93	\$ 158.46
3 x Per Week	\$ 7.40	\$ 228.96
4 x Per Week	\$ 9.88	\$ 296.91
5 x Per Week	\$ 12.34	\$ 367.26
6 x Per Week	\$ 14.81	\$ 435.94
Extra Empty*	\$.57	\$ 43.67

4 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 3.29	\$ 117.45
2 x Per Week	\$ 6.59	\$ 202.99
3 x Per Week	\$ 9.88	\$ 289.79
4 x Per Week	\$ 13.16	\$ 377.03
5 x Per Week	\$ 16.46	\$ 461.83
6 x Per Week	\$ 19.75	\$ 545.67
Extra Empty*	\$.76	\$ 59.29

6 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 3.29	\$ 167.47
2 x Per Week	\$ 6.59	\$ 288.83
3 x Per Week	\$ 9.88	\$ 411.18
4 x Per Week	\$ 13.16	\$ 534.02
5 x Per Week	\$ 16.46	\$ 654.11
6 x Per Week	\$ 19.75	\$ 771.98
Extra Empty*	\$ 1.14	\$ 88.71

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$85.22 to add a locking bar to their Bin, and are subject to a charge not to exceed \$32.79 each time the locking bar needs replacement.

The rates for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount not to exceed \$35.44

The monthly rate for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$24.67.

The monthly rate for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$43.73.

96-gal recycling cart will be charged at \$33.86 per pick up.

CITY OF LA QUINTA
Maximum Rates for Service in Rolloff Boxes and Temporary Service

Effective July 1, 2022

Maximum Rolloff Box Rate is the Total of the Service Component and Disposal Component

Service Component:

Rolloff Box Size

Standard 20 yard box \$180.54 per pull plus \$1.00/ton of Solid Waste Collected
Standard 30 yard box \$231.30 per pull plus \$1.00/ton of Solid Waste Collected
Standard 40 yard box \$267.86 per pull plus \$1.00/ton of Solid Waste Collected

The Service Component for Rolloff Compactors is three times the per pull rate for the same size Rolloff Box, plus \$1.00 per ton of Solid Waste Collected
(i.e., the Service Component for a 40yd. Compactor is $3 \times \$267.86 = \$803.58 + \$1.00/\text{ton}$)

Disposal Component:

Actual Amount Charged to Contractor for Disposal, plus franchise fee

Temporary Service Using Bins

Temporary Service utilizing a 3yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$160.39 per servicing by Contractor

Temporary Service utilizing a 4yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$175.80 per servicing by Contractor

Temporary Service Delivery Charge

Bins and Rolloff Boxes used for Temporary Services are subject to a delivery charge of \$27.41

**City of La Quinta
Maximum Service Component/Rate For Miscellaneous Charges**

Effective July 1, 2022

New Start Fee	\$	9.69
Re-Start Fee	\$	25.48
Extra Trip - Rolloff Boxes Only	\$	77.35
Returned Check	\$	28.79
Bulky Item Service		
Residential in excess of 4 items or non-regular collection day		\$21.15/Item
Commercial		\$75.83/Item

CITY OF LA QUINTA

Commercial Organic Rates

Effective July 1, 2022

1-65 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$36.04	\$32.50	\$7.62	\$0.48	\$76.64
2	\$72.06	\$64.95	\$15.22	\$0.97	\$153.20
3	\$108.10	\$97.45	\$22.84	\$1.45	\$229.84
4	\$144.13	\$129.90	\$30.45	\$1.94	\$306.42
5	\$180.17	\$162.40	\$38.06	\$2.42	\$383.05

3-65 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$75.66	\$97.45	\$19.23	\$1.19	\$193.53
2	\$162.13	\$194.85	\$39.66	\$2.47	\$399.11
3	\$227.00	\$292.30	\$57.70	\$3.58	\$580.58
4	\$302.67	\$389.70	\$76.93	\$4.78	\$774.08
5	\$378.35	\$487.15	\$96.17	\$5.97	\$967.64

2-65 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$57.65	\$64.95	\$13.62	\$0.85	\$137.07
2	\$115.30	\$129.90	\$27.24	\$1.71	\$274.15
3	\$172.95	\$194.85	\$40.87	\$2.56	\$411.23
4	\$230.62	\$259.80	\$54.49	\$3.42	\$548.33
5	\$288.27	\$324.75	\$68.11	\$4.27	\$685.40

4-65 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$86.48	\$129.90	\$24.04	\$1.48	\$241.90
2	\$172.94	\$259.80	\$48.08	\$2.95	\$483.77
3	\$259.44	\$389.70	\$72.13	\$4.43	\$725.70
4	\$345.91	\$519.60	\$96.17	\$5.90	\$967.58
5	\$432.40	\$649.50	\$120.21	\$7.38	\$1,209.49

1-35 Gallon Cart

\$36.04	\$13.80	\$5.54	\$0.35	\$55.73
---------	---------	--------	--------	---------

Extra Pickup

# of Carts Per Pick up	rate Per Pick up
1	\$22.78
2	\$42.40
3	\$56.51
4	\$75.33
5	\$94.18

Additional Cart after 4 Carts Per Week

# of Carts Per Pick-Up	rate
1	\$55.87
2	\$111.59
3	\$167.56
4	\$241.59
5	\$302.00

2yd Bin

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$118.91	\$73.61	\$21.39	\$0.90	\$214.81
2	\$234.52	\$147.22	\$42.42	\$1.62	\$425.78
3	\$351.78	\$229.83	\$64.62	\$2.32	\$648.55
4	\$469.04	\$294.44	\$84.83	\$3.01	\$851.32
5	\$586.30	\$368.05	\$106.04	\$3.66	\$1,064.05
6	\$703.57	\$441.66	\$127.25	\$4.41	\$1,276.89

EXHIBIT B

CONTAINER/BIN SPECIFICATIONS

- Contractor shall provide Container Specifications to City for approval. All Containers utilized by Contractor shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City.
- Each Refuse, Organic Waste and Recycling Cart utilized by Contractor shall be labeled on the inside, or hot-stamped, in English and Spanish and with graphics so as to: (1) explain/depict the items for which it is designated to Collect, and (2) identify the name and phone number of Contractor.
- The body of Refuse Carts shall be a uniform Gray color, Recycling Carts shall be a uniform Blue color and Organic Waste Carts shall be a uniform green color.
- While Contractor may continue to utilize Carts which were distributed to Customers under the Prior Agreement, all labels on Cart's distributed pursuant to the Prior Agreement and bearing the name of any solid waste enterprise other than Contractor shall be replaced as of the Effective Date so as to identify Contractor as required herein.
- Any Cart distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.
- Bins shall have lids that close securely and which are capable of being locked. Locks shall be provided by Contractor upon request at rates that do not exceed those set forth in Exhibit A.

EXHIBIT C

SAMPLE LISTING OF CITY SPONSORED EVENTS

(This list is intended only as a sample of City sponsored events, and is not intended to be all inclusive or to limit Contractor's obligations in any way.)

February	"Concert in the Park"	Civic Center Campus
March	"La Quinta Arts Festival"	Civic Center Campus
April	"Community Picnic and Birthday Bash"	Fritz Burns Park
April	"Easter Egg Hunt"	La Quinta Park
October	"Halloween Carnival"	Boys and Girls Club
December	"Breakfast With Santa"	Senior Center
December	"Christmas Tree Lighting"	Civic Center Campus

EXHIBIT D

CITY FACILITIES AND PARKS LIST

(This list is intended only as a sample of existing City facilities, it is not intended to be all inclusive or to limit Contractor's obligations in any way.)

- City Hall
- City Library
- City Senior Center
- Fire Stations (3 currently)
- Police Sub-Station in Village
- City Museum
- City Corporate Yard
- SilverRock Golf Course (including without limitation Organic Waste and refuse removal at: the temporary clubhouse and maintenance building and the eventual permanent clubhouse, the pro shop, such Organic Waste collection areas as may be established on site, and annual Organic Waste removal related to over seeding and "scalping")
- Fritz Burns Pool Building
- La Quinta Sports Complex

- Fritz Burns Park
- Adams Park
- La Quinta Park (Westward Ho/Adams Street)
- Bear Creek Trail

EXHIBIT E

CORPORATE GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the 1st day of July, 2022, and is made with reference to the following facts and circumstances:

A. Burrtec Waste and Recycling Services, Inc., hereinafter ("Contractor") is an affiliate of Burrtec Waste Group, Inc. (Guarantor).

B. Contactor has entered an Amended and Restated Agreement Between The City of La Quinta and Burrtec Waste and Recycling Services, LLC, for Solid Waste Handling Services (the "Burrtec Franchise").

C It was a requirement of the Burrtec Franchise, that Guarantor guaranty Contractor's performance of the Burrtec Franchise.

D. Guarantor is providing this Guaranty to induce the City to approve the Burrtec Franchise.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Burrtec Franchise. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Burrtec Franchise which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Burrtec Franchise Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor (including by causing the services required of Contractor to be performed by a Solid Waste Enterprise acceptable to City). Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Burrtec Franchise. Included in the forgoing Guarantee, is a guarantee by Guarantor of any continuing obligations assumed by Contractor as part of the Waste Management Franchise, and any ongoing obligations of Contractor under the 2006 Burrtec Franchise.

2. Guarantor's Obligations Are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and, with respect to any payment obligation of Contractor under the Burrtec Franchise, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Burrtec Franchise. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Contractor in an action to enforce, or for damages for breach of the Burrtec Franchise (other than discharge of, or stay of proceedings to enforce, obligations under the Burrtec Franchise under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations

EXHIBIT E

under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Burrtec Franchise, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Burrtec Franchise; (3) any waiver with respect to any of the obligations of the Burrtec Franchise guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Contractor; or (4) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Burrtec Franchise have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Burrtec Franchise. Guarantor shall not be released of its obligations hereunder as long as there is any claim by the City against Contractor arising out of the Burrtec Franchise based on Contractor's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in, and pursuant to the laws of, the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts, with venue resting in Riverside County, California.

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:	City Manager City of La Quinta 78-495 Calle Tampico La Quinta, CA 92253 Fax: (760) 777-7101
--------------	---

with a copy to the City's Legal Counsel at the same address.

To the Guarantor: **Burrtec Waste Group, Inc**
 9890 Cherry Ave.
 Fontana, California 92335
 Attn: Chief Executive Officer
 Fax: (909) 355-7158

Guarantor:
Burrtec Waste Group, Inc.

By: _____
 (title)

[Click Here to Return to Agenda](#)

EXHIBIT A

ATTACHMENT 2

MAXIMUM RATE SCHEDULE FOR WASTE HANDLING SERVICES

ATTACHED

**City of La Quinta
Maximum Rates For Single Family Dwellings – Monthly***

Effective July 1, 2022

Single Family Dwellings	Service Component	Disposal Component	AB 939 Fees	Total Monthly Rate*	Total Yearly Rate
Tax Roll Billing	\$ 12.35	\$ 6.40	\$ 0.10	\$ 18.85	\$ 226.20
Direct Billing	\$ 14.04	\$ 6.40	\$ 0.10	\$ 20.54	\$ 246.48
Additional Refuse Cart	\$ 8.41			\$ 8.41	\$ 100.92
Cart Replacement - (Per Section 8.1.8 F) one-time fee	\$ 70.50			\$ 70.50	n/a
Bulky Item: in excess of 4 items or non-regular collection day**	\$ 21.15			\$ 21.15	n/a
Backyard Service					
Basic Additional Charge for Backyard Service	\$ 14.96			\$ 14.96	\$ 179.52
Charge for additional Recycling or Organics Cart	\$ 2.95			\$ 2.95	\$ 34.40
PGA ~ 2 nd Pick-Up Day	\$ 9.99	\$ 4.93		\$ 14.92	\$ 179.04
Surcharge for HOA's Desiring Monday Service	10% of Service Component			10% of Service Component	

*The maximum rates on this sheet shall apply to all customers receiving automated or manual service utilizing carts or cans, including specifically such customers (if any) at commercial premises.

**Charged for pickups in excess of four items, or pickup on a non-collection day. Pickup otherwise at no additional charge.

Maximum Rates for Customers Receiving Service in Bins - Commercial or Residential

Effective 7.1.2022

2 yd Bin Service				
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate	
1 x per week	\$ 87.96	\$ 31.51	\$ 119.47	
2 x per week	\$ 151.99	\$ 63.02	\$ 215.01	
3 x per week	\$ 213.23	\$ 94.53	\$ 307.76	
4 x per week	\$ 273.91	\$ 126.04	\$ 399.95	
5 x per week	\$ 328.55	\$ 157.55	\$ 486.10	
6 x per week	\$ 395.85	\$ 189.06	\$ 584.91	
Extra Empty*	\$ 44.61	\$ 8.84	\$ 53.45	

3 yd Bin Service				
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate	
1 x per week	\$ 109.94	\$ 47.27	\$ 157.21	
2 x per week	\$ 188.32	\$ 94.53	\$ 282.85	
3 x per week	\$ 263.84	\$ 141.80	\$ 405.64	
4 x per week	\$ 333.99	\$ 189.06	\$ 523.05	
5 x per week	\$ 409.33	\$ 236.33	\$ 645.66	
6 x per week	\$ 480.99	\$ 283.59	\$ 764.58	
Extra Empty*	\$ 60.78	\$ 12.62	\$ 73.40	

4 yd Bin Service				
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate	
1 x per week	\$ 150.67	\$ 63.02	\$ 213.69	
2 x per week	\$ 233.40	\$ 126.04	\$ 359.44	
3 x per week	\$ 318.84	\$ 189.06	\$ 507.90	
4 x per week	\$ 405.22	\$ 252.09	\$ 657.31	
5 x per week	\$ 486.40	\$ 315.11	\$ 801.51	
6 x per week	\$ 565.56	\$ 378.12	\$ 943.68	
Extra Empty*	\$ 82.28	\$ 17.02	\$ 99.30	

6 yd Bin Service				
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate	
1 x per week	\$ 225.23	\$ 94.53	\$ 319.76	
2 x per week	\$ 352.29	\$ 189.06	\$ 541.35	
3 x per week	\$ 481.52	\$ 283.59	\$ 765.11	
4 x per week	\$ 611.79	\$ 378.12	\$ 989.91	
5 x per week	\$ 736.16	\$ 472.65	\$ 1,208.81	
6 x per week	\$ 855.86	\$ 567.18	\$ 1,423.04	
Extra Empty*	\$ 122.87	\$ 25.32	\$ 148.19	

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$87.08 to add a locking bar to their Bin, and are subject to a charge not to exceed \$33.50 each time the locking bar needs replacement.

The Service Component for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount to not to exceed \$36.22

The monthly Service Component for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$25.21.

The monthly Service Component for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$44.68.

**CITY OF LA QUINTA
Commercial Bin Recycling Rates**

Effective July 1, 2022

2 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 1.64	\$ 64.67
2 x Per Week	\$ 3.29	\$ 118.07
3 x Per Week	\$ 4.93	\$ 170.19
4 x Per Week	\$ 6.59	\$ 222.02
5 x Per Week	\$ 8.22	\$ 270.95
6 x Per Week	\$ 9.88	\$ 325.99
Extra Empty*	\$.38	\$ 32.88

3 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 2.46	\$ 86.65
2 x Per Week	\$ 4.93	\$ 158.46
3 x Per Week	\$ 7.40	\$ 228.96
4 x Per Week	\$ 9.88	\$ 296.91
5 x Per Week	\$ 12.34	\$ 367.26
6 x Per Week	\$ 14.81	\$ 435.94
Extra Empty*	\$.57	\$ 43.67

4 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 3.29	\$ 117.45
2 x Per Week	\$ 6.59	\$ 202.99
3 x Per Week	\$ 9.88	\$ 289.79
4 x Per Week	\$ 13.16	\$ 377.03
5 x Per Week	\$ 16.46	\$ 461.83
6 x Per Week	\$ 19.75	\$ 545.67
Extra Empty*	\$.76	\$ 59.29

6 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 3.29	\$ 167.47
2 x Per Week	\$ 6.59	\$ 288.83
3 x Per Week	\$ 9.88	\$ 411.18
4 x Per Week	\$ 13.16	\$ 534.02
5 x Per Week	\$ 16.46	\$ 654.11
6 x Per Week	\$ 19.75	\$ 771.98
Extra Empty*	\$ 1.14	\$ 88.71

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$85.22 to add a locking bar to their Bin, and are subject to a charge not to exceed \$32.79 each time the locking bar needs replacement.

The rates for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount not to exceed \$35.44.

The monthly rate for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$24.67.

The monthly rate for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$43.73.

96-gal recycling cart will be charged at \$33.86 per pick up.

Table 1:

Monthly AB 939 Fee Calculations

- Customers receiving Carts or Manual Collection at Dwellings: \$.10 month/Customer
- Rolloff Boxes: \$ 1.00/ton of Solid Waste Collected
- Customers receiving Solid Waste service in Bins:

2 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 0.90
2 x per week	\$ 1.63
3 x per week	\$ 2.32
4 x per week	\$ 3.02
5 x per week	\$ 3.67
6 x per week	\$ 4.41

3 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 1.19
2 x per week	\$ 2.14
3 x per week	\$ 3.07
4 x per week	\$ 3.95
5 x per week	\$ 4.88
6 x per week	\$ 5.77

4 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 1.61
2 x per week	\$ 2.72
3 x per week	\$ 3.84
4 x per week	\$ 4.97
5 x per week	\$ 6.05
6 x per week	\$ 7.13

6 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 2.41
2 x per week	\$ 4.09
3 x per week	\$ 5.78
4 x per week	\$ 7.48
5 x per week	\$ 9.11
6 x per week	\$ 10.76

CITY OF LA QUINTA

Maximum Rates for Service in Rolloff Boxes and Temporary Service

Effective July 1, 2022

Maximum Rolloff Box Rate is the Total of the Service Component and Disposal Component

Service Component:

Rolloff Box Size

Standard 20 yard box \$180.54 per pull plus \$1.00/ton of Solid Waste Collected

Standard 30 yard box \$231.30 per pull plus \$1.00/ton of Solid Waste Collected

Standard 40 yard box \$267.86 per pull plus \$1.00/ton of Solid Waste Collected

The Service Component for Rolloff Compactors is three times the per pull rate for the same size Rolloff Box, plus \$1.00 per ton of Solid Waste Collected

(i.e., the Service Component for a 40yd. Compactor is $3 \times \$267.86 = \$803.58 + \$1.00/\text{ton}$)

Disposal Component:

Actual Amount Charged to Contractor for Disposal, plus franchise fee

Temporary Service Using Bins

Temporary Service utilizing a 3yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$160.39 per servicing by Contractor

Temporary Service utilizing a 4yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$175.80 per servicing by Contractor

Temporary Service Delivery Charge

Bins and Rolloff Boxes used for Temporary Services are subject to a delivery charge of \$27.41

**City of La Quinta
Maximum Service Component/Rate For Miscellaneous Charges**

Effective July 1, 2022

New Start Fee	\$	9.69
Re-Start Fee	\$	25.48
Extra Trip - Rolloff Boxes Only	\$	77.35
Returned Check	\$	28.79
Bulky Item Service		
Residential in excess of 4 items or non-regular collection day		\$21.15/Item
Commercial		\$75.83/Item

[Click Here to Return to Agenda](#)

CITY OF LA QUINTA

Commercial Organic Rates

Effective July 1, 2022

1-65 Gallon Cart

<u># Pick-Ups Per week</u>	<u>Recycling Collection Component</u>	<u>Material Processing</u>	<u>Franchise Fee</u>	<u>AB-939 Fee</u>	<u>Total Monthly Rate</u>
1	\$36.04	\$32.50	\$7.62	\$0.46	\$76.64
2	\$72.06	\$64.95	\$15.22	\$0.97	\$153.20
3	\$108.10	\$97.45	\$22.84	\$1.45	\$229.84
4	\$144.13	\$129.90	\$30.45	\$1.94	\$306.42
5	\$180.17	\$162.40	\$38.06	\$2.42	\$383.05

3-65 Gallon Cart

<u># Pick-Ups Per week</u>	<u>Recycling Collection Component</u>	<u>Material Processing</u>	<u>Franchise Fee</u>	<u>AB-939 Fee</u>	<u>Total Monthly Rate</u>
1	\$75.66	\$97.45	\$19.23	\$1.19	\$193.53
2	\$162.13	\$194.85	\$39.66	\$2.47	\$399.11
3	\$227.00	\$292.30	\$57.70	\$3.58	\$580.58
4	\$302.67	\$389.70	\$76.93	\$4.78	\$774.08
5	\$378.35	\$487.15	\$96.17	\$5.97	\$967.64

2-65 Gallon Cart

<u># Pick-Ups Per week</u>	<u>Recycling Collection Component</u>	<u>Material Processing</u>	<u>Franchise Fee</u>	<u>AB-939 Fee</u>	<u>Total Monthly Rate</u>
1	\$57.65	\$64.95	\$13.62	\$0.85	\$137.07
2	\$115.30	\$129.90	\$27.24	\$1.71	\$274.15
3	\$172.95	\$194.85	\$40.87	\$2.56	\$411.23
4	\$230.62	\$259.80	\$54.49	\$3.42	\$548.33
5	\$288.27	\$324.75	\$68.11	\$4.27	\$685.40

4-65 Gallon Cart

<u># Pick-Ups Per week</u>	<u>Recycling Collection Component</u>	<u>Material Processing</u>	<u>Franchise Fee</u>	<u>AB-939 Fee</u>	<u>Total Monthly Rate</u>
1	\$86.48	\$129.90	\$24.04	\$1.48	\$241.90
2	\$172.94	\$259.80	\$48.08	\$2.95	\$483.77
3	\$259.44	\$389.70	\$72.13	\$4.43	\$725.70
4	\$345.91	\$519.60	\$96.17	\$5.90	\$967.58
5	\$432.40	\$649.50	\$120.21	\$7.38	\$1,209.49

1-35 Gallon Cart

\$36.04	\$13.80	\$5.54	\$0.35	\$55.73
---------	---------	--------	--------	---------

Extra Pickup

<u># of Carts Per Pick up</u>	<u>rate Per Pick up</u>
1	\$22.78
2	\$42.40
3	\$56.51
4	\$75.33
5	\$94.18

Additional Cart after 4 Carts Per Week

<u># of Carts Per Pick-Up</u>	<u>rate</u>
1	\$55.87
2	\$111.59
3	\$167.56
4	\$241.59
5	\$302.00

2yd Bin

<u># Pick-Ups Per week</u>	<u>Recycling Collection Component</u>	<u>Material Processing</u>	<u>Franchise Fee</u>	<u>AB-939 Fee</u>	<u>Total Monthly Rate</u>
1	\$118.91	\$73.61	\$21.39	\$0.90	\$214.81
2	\$234.52	\$147.22	\$42.42	\$1.62	\$425.78
3	\$351.78	\$229.83	\$64.62	\$2.32	\$648.55
4	\$469.04	\$294.44	\$84.83	\$3.01	\$851.32
5	\$586.30	\$368.05	\$106.04	\$3.66	\$1,064.05
6	\$703.57	\$441.66	\$127.25	\$4.41	\$1,276.89

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 17, 2022

STAFF REPORT

AGENDA TITLE: DISCUSS FISCAL YEAR 2022/23 PRELIMINARY PROPOSED BUDGET

RECOMMENDATION

Discuss fiscal year 2022/23 preliminary proposed budget.

EXECUTIVE SUMMARY

- This first budget study session focuses on the General Fund and Internal Service Funds. A second budget study session on June 7, 2022 will cover Special Revenue Funds, Capital Funds, and Enterprise Funds of the City.
- All departments evaluated budget needs based on the City's priorities and operational impacts due to the current economy when preparing their 2022/23 budgets.
- Final budget adoption is scheduled for June 21, 2022.

FISCAL IMPACT

The preliminary General Fund budget projects a surplus of \$411,676 with projected General Fund revenues of \$67,821,100 (including Measure G sales tax) and proposed operational and capital expenditures of \$64,056,424. Unappropriated Measure G sales tax revenue of \$3,353,000 shall remain in reserves.

BACKGROUND/ANALYSIS

The goal of the May 17 study session is to provide an overview and then allow time to meet with Council Members and other interested parties to address details that may not be easily conveyed in a study session format. Each department section contains extensive notes to explain changes from 2020/21 actuals, changes in 2021/22, and projections for 2022/23. The budget format is similar to the prior fiscal year.

The budget is a puzzle put together to deliver city services to residents and visitors alike. Community input is greatly appreciated and necessary to ensure an inclusive budget. It is our goal to use citizen input and feedback to develop the annual budget. The Financial Advisory Commission provides oversight of

Measure G funds and assists with reviewing the 2022/23 operating and capital improvement budgets.

To encourage citizen participation in public meetings the 2022/23 budget schedule is available online at <https://www.laquintaca.gov/our-city/city-departments/finance/budget/proposed-budget-2022-23-timeline> and noted below.

PUBLIC MEETING DATES FISCAL YEAR 2022/23 BUDGET	
5/17/2022	City Council Meeting - Budget Study Session #1 - (General Fund and Internal Service Funds focus)
6/1/2022	Financial Advisory Commission Meeting - Final review of proposed Measure G sales tax uses
6/7/2022	City Council Meeting - Budget Study Session #2 - (All Appropriations- General Fund, Internal Service Funds, Enterprise, and Special Revenue Funds)
6/7/2022	Housing Authority Board Meeting - Budget Study Session #1 (Housing Funds Only)
6/8/2022	Housing Commission Meeting - Final Review of proposed Housing Authority Budget
6/21/2022	City Council Meeting - Adopt Operating and CIP budget
6/21/2022	Housing Authority - Adopt Budget

Attachment 1 provides a narrative of General Fund revenues and expenses, Internal Service Funds, and Redevelopment Agency loan repayment to the City. Line item details for these revenues and expenses are located in Exhibit A of the Attachment.

ALTERNATIVES

The City Council may wish to request further information regarding specific items and provide direction regarding the next steps in the overall budget process prior to budget adoption.

Prepared by: Claudia Martinez, Finance Director
 Approved by: Jon McMillen, City Manager

Attachment: 1. Fiscal Year 2022/23 Proposed Budget Overview

2022/23 PROPOSED BUDGET



STUDY SESSION #1

The first budget study session is designed to provide an overview of the General Fund and four Internal Service Funds (ISF’s). Special Revenue, Capital, and Enterprise Funds will be presented on June 7, 2022. Exhibit A includes proposed revenue and expenditure details for all General Fund and Internal Service Funds.

After facing the fiscal challenges of the pandemic and economic uncertainty, the City of La Quinta is heading into FY 2022-23 with a proposed budget that reflects a solid financial recovery, surpassing projections from the last fiscal year. Increases in consumer spending in leisure and hospitality facilitated a strong economic recovery in FY 2021-22. However, the proposed budget accounts for the pandemic’s continuing effects on consumer spending, health care and pension costs, inflation and market volatility, and the availability and cost of materials/equipment and fuel.

The FY 2022-23 proposed budget was developed using a moderate and responsible approach to revenue projections while meeting the community’s needs and addressing the City’s goals for the upcoming year. Staff is committed to upholding financial sustainability by continuing to move forward with paying down pension obligations and ongoing investment in maintaining and improving the City’s infrastructure. This budget is designed to keep the City of La Quinta thriving and address the needs and expectations of our community while taking the steps necessary to ensure our long-term fiscal health. In formulating their budget proposals, departments were encouraged to evaluate all current expenditures including COVID-19 response and recovery, impacts of the current economy, as well as key operational needs for City departments to improve their functions and move forward efficiently.

The proposed General Fund budget has a projected surplus of \$411,676 as a result of cautious increases to revenue estimates along with expenditure projections that meet departmental needs for daily operations and reopening expenditures.

GENERAL FUND	
FY 2022/23 PROPOSED BUDGET	
Revenues	\$ 67,821,100
Less Operating/CIP Expenses	(64,056,424)
Preliminary Budget Surplus	3,764,676
Less Measure G Reserves	(3,353,000)
BUDGET SURPLUS	\$ 411,676

The budget provides resources for public safety, daily operations and capital improvements for the upcoming fiscal year. Projections are anticipated to change before budget adoption. The final proposed budget will be structurally balanced.

REVENUES

The City’s revenue estimates for FY 2022-23 represent a 4% increase over the revised FY 2021-22 projections, revenues by category are summarized below:

General Fund Revenues	2021/22 Original	2021/22 Current	2022/23 Proposed	Change Current V. Proposed	% Change
Taxes	45,957,000	51,157,000	54,646,700	3,489,700	7%
License & Permits	2,252,000	3,122,000	2,823,200	(298,800)	-10%
Intergovernmental	8,251,100	8,454,422	7,653,000	(801,422)	-9%
Charges for Services	876,010	876,010	1,081,100	205,090	23%
Fines & Assessment	294,000	609,000	462,000	(147,000)	-24%
Other/Misc.	1,174,100	1,174,100	1,155,100	(19,000)	-2%
Total Revenues	58,804,210	65,392,532	67,821,100	2,428,568	4%

The local economy has rebounded from the initial pandemic recession and economic growth in FY 2021-22 surpassed initial projections.

Taxes - The economy continues to rebound as consumer spending and local travel activity is projected to continue in the upcoming fiscal year. With the return of large events, tourism-related revenue is also expected to increase.

The City’s top three revenue sources for the General Fund total \$46,890,000 (or 69% of the total \$67,821,100) and continue to be:

- Sales Taxes \$24,500,000
- Transient Occupancy Taxes (TOT) \$12,475,000
- Property Taxes \$9,915,000

Licenses & Permits - Development related permits, business licenses, and Short-Term Vacation Rental (STVR) inspection fees have been decreased by a combined amount of \$417,000 when compared to the current FY 2021/22 budget. The largest decrease in this category, Public Works Permits, is due to the one-time revenue generated in 2021/22 from mass-grading permits at several projects which have moved into the building phase.

Intergovernmental - The majority of the revenues in this category are derived from fire service property taxes restricted for fire services. The revenue is recognized as current year collections or use of reserves; we are not anticipating using reserves based on current estimates provided by the County, resulting in a decrease of \$800,200 from the prior fiscal year.

Charges for Services - Leisure activities, wellness center memberships, and recreational sports fees have been increased as the public returns to in-person activities due to lifted COVID-19 pandemic restrictions. In addition, services related to building and public works plan checks have been increased due to current residential and commercial development.

Fines & Assessments - A decrease of \$195,000 is anticipated for administrative citations due to increased compliance and enforcement measures with the STVR program. In addition, a decrease of \$10,000 for motor vehicle code fines is reflective of 2021/22 year to date activity.

Use of Money & Property/Miscellaneous - Investment interest earnings are volatile and due to the current economic conditions; therefore, we are not making any significant changes over the prior year. The decrease in Miscellaneous revenue is reflective of 2021/22 year- to-date activity and anticipated reimbursements.

EXPENSES

City staff and management have been prudent in their spending to ensure budgets are in line to end the current fiscal year with savings. This has proven to be a challenge given the current economy and uncertainties that could affect the City's financial condition such as rising costs due to inflation and fuel prices, market volatility and recession concerns, supply chain issues, and recruitment and retention of city employees.

A summary of expenses by department is provided in the chart below, along with an explanation of major variances specific to departments. Overall increases affecting all departments include salary and benefits (annual step increases along with increase in CalPERS rates) and internal service charges supporting IT (new software and enhanced security/anti-fraud measures), and contract services increased due to inflationary impacts.

General Fund Expenditures	2021/22 Original	2021/22 Current	2022/23 Proposed	Change Current V. Proposed
City Council	302,200	302,200	351,400	49,200
City Manager	1,076,000	1,076,000	1,177,540	101,540
Marketing & Community Relations	1,325,900	1,425,900	1,632,128	206,228
City Attorney	696,000	796,000	796,000	-
City Clerk	625,200	635,200	1,257,526	622,326
Human Resources	376,000	411,000	495,698	84,698
Police	17,855,100	17,865,100	18,185,900	320,800
Fire	7,660,800	8,550,486	8,851,872	301,386
Community Resources Admin.	808,500	828,500	880,480	51,980
Wellness Center Operations	597,900	627,900	682,102	54,202
Recreational Programs & Events	908,300	1,078,300	1,088,734	10,434
Code Compliance/Animal Control	1,506,320	1,506,320	1,663,996	157,676
Parks Maintenance	2,530,900	2,580,900	3,047,222	466,322
Public Buildings	1,321,200	1,321,200	1,390,052	68,852
Public Works Administration	739,900	739,900	794,862	54,962
Public Works Dev. Services	431,200	448,200	512,960	64,760
Streets	496,600	498,600	754,768	256,168
Engineering Services	761,800	1,101,900	1,020,756	(81,144)
Design & Development Admin.	656,200	696,200	756,824	60,624
Planning	678,600	678,600	744,830	66,230
Building	919,800	1,094,800	1,291,362	196,562
The Hub	986,000	1,036,000	1,236,482	200,482
Finance	1,444,100	1,444,100	1,595,830	151,730
Centralized Services	10,458,206	23,880,932	13,847,100	(10,033,832)
Total Expenditures	55,162,726	70,624,238	64,056,424	(6,567,814)

Marketing & Community Relations: An increase in marketing is requested in order to continue efforts in bringing leisure and hospitality dollars to the City of La Quinta.

City Clerk: Increases in the City Clerk budget reflect the movement of all Short-Term Vacation Rental (STVR) related expenses that were previously coded to the Hub and Code Compliance along with the upcoming elections.

Police and Fire: Police and fire contract expenses are incorporated using estimates from the County of Riverside, final numbers will be reflective of rates once contracts are approved. These combined budgets are a total of \$27,037,772 or 42% of the proposed General Fund budget.

Parks Maintenance: Increase is due to the city-wide landscape maintenance contract and utilities, ongoing maintenance costs for the two new parks, SilverRock and the X-Park, and park equipment internal service fund charges used to replace playground structures, benches, shade, and other park improvements.

Streets: Increase is due to additional Professional Services needed to assist staff with ongoing maintenance and operations.

Centralized Services - This department budget captures citywide expenses. Annually this division’s budget fluctuates most because it captures large one-time expenses such as pension and OPEB (Other Post-Employment Benefits) trust contributions, building improvements, land acquisition, and capital improvement carryovers for multi-year projects.

The FY 2022/23 annual pension liability contribution of \$1,246,100 which is a year-over-year increase of \$269,000. An additional discretionary payment of \$1 million is included in the proposed budget request to continue efforts in paying down the City’s pension obligation to increase our fiscal resiliency ahead of the next economic crisis.

To continue the City’s efforts of staff development and succession planning, managing PERS increases, responding to labor market adjustments, and to address staffing needs, an increase of \$500,000 is recommended to execute these principles.

INTERNAL SERVICE FUNDS (ISF)

ISF are used to account for activities involved in rendering services to departments within the City. Costs of materials and services used are accumulated in these funds and charged to user departments based on personnel and large equipment assigned to each. The following is a summary of expenses by ISF:

INTERNAL SERVICE FUNDS SUMMARY			
Fund	Current FY 21/22	Proposed FY 22/23	Variance
Equipment Replacement	1,319,714	1,608,750	289,036
Information Technology	2,256,627	2,258,054	1,427
Park Equipment	255,000	545,000	290,000
Insurance Fund	936,800	984,100	47,300
	4,768,141	5,395,904	627,763

Equipment Replacement Fund – The increase in this fund is to account for higher fuel costs and purchase of additional machinery and equipment to increase efficiency in operations.

Information Technology Fund – An increase in contract services accounts for enhanced fraud and security protection and citywide software licenses annual renewals.

Park Equipment Fund – The increase of \$290,000 will assist the City with prioritizing the Community Workshop needs of upgrading community parks. Improvements

includes benches, shade canopy replacements, lighting at the Civic Center and La Quinta Park, and upgraded playground and fitness equipment.

Insurance Fund – An overall increase of \$47,300 is due to the estimated insurance premiums provided by California Joint Powers Authority (CJPIA), final projections will be provided at budget adoption.

MEASURE G SALES TAX

Measure G sales tax revenue is anticipated to be \$13,500,000 and is allocated as presented below in the proposed budget. The Financial Advisory Commission will be reviewing the proposed uses of Measure G revenues at the June 1st meeting.

MEASURE G SALES TAX SUMMARY		
Measure G Sales Tax Revenue	\$	13,500,000
Police Services		(5,100,000)
Capital Improvements		(5,047,000)
Available for Appropriation	\$	3,353,000

REDEVELOPMENT LOAN REPAYMENT

The City's Last and Final Recognized Obligation Payment Schedule (ROPS) for the Successor Agency (former Redevelopment Agency) includes an annual loan repayment. For 2022/23 the total loan repayment is \$3,369,682, which is allocated 80% to the General Fund (\$2,695,746) and 20% (\$673,936) to the Housing Authority Fund. These revenues will be recognized in unassigned reserves in each fund and are not allocated to current expenses. The final loan repayment is scheduled for fiscal year 2029/30. Remaining outstanding loan repayments after 2022/23 total \$25,116,811.

PUBLIC PARTICIPATION

The budget is a puzzle put together to deliver city services to residents and visitors alike. Community input is greatly appreciated and necessary to ensure an inclusive budget. It is our goal to use citizen input and feedback to develop the annual budget. The Financial Advisory Commission provides oversight of Measure G funds and assists with reviewing the 2022/23 operating and capital improvement budgets.

To encourage citizen participation in public meetings the 2022/23 budget schedule is available online at <https://www.laquintaca.gov/our-city/city-departments/finance/budget/proposed-budget-2022-23-timeline> and noted below.

PUBLIC MEETING DATES FISCAL YEAR 2022/23 BUDGET	
5/17/2022	City Council Meeting - Budget Study Session #1 - (General Fund and Internal Service Funds focus)
6/1/2022	Financial Advisory Commission Meeting - Final review of proposed Measure G sales tax uses
6/7/2022	City Council Meeting - Budget Study Session #2 - (All Appropriations- General Fund, Internal Service Funds, Enterprise, and Special Revenue Funds)
6/7/2022	Housing Authority Board Meeting - Budget Study Session #1 (Housing Funds Only)
6/8/2022	Housing Commission Meeting - Final Review of proposed Housing Authority Budget
6/21/2022	City Council Meeting - Adopt Operating and CIP budget
6/21/2022	Housing Authority - Adopt Budget

[Click Here to Return to Agenda](#)

[Click Here to Return to Agenda](#)



CITY OF
LA QUINTA

2022/23

PROPOSED BUDGET



The annual budget process coordinates the allocation of city revenues for essential services such as police and fire, community programs and events, and capital improvement projects.

The City invites you to participate and/or track public meetings regarding the fiscal year 2022/23 budget. Proposed public meeting dates are summarized below and as meetings occur budget information presented will be available online on a dedicated City webpage within the Finance Department at:

<https://www.laquintaca.gov/our-city/city-departments/finance/budget/proposed-budget-2022-23-timeline>

Questions regarding the fiscal year 2022/23 budget may be directed to finance@laquintaca.gov or by calling 760-777-7055.

PUBLIC MEETING DATES FISCAL YEAR 2022/23 BUDGET	
5/17/2022	City Council Meeting - Budget Study Session #1 - (General Fund and Internal Service Funds focus)
6/1/2022	Financial Advisory Commission Meeting - Final review of proposed Measure G sales tax uses
6/7/2022	City Council Meeting - Budget Study Session #2 - (All Appropriations- General Fund, Internal Service Funds, Enterprise, and Special Revenue Funds)
6/7/2022	Housing Authority Board Meeting - Budget Study Session #1 (Housing Funds Only)
6/8/2022	Housing Commission Meeting - Final Review of proposed Housing Authority Budget
6/21/2022	City Council Meeting - Adopt Operating and CIP budget
6/21/2022	Housing Authority - Adopt Budget

CITY OF LA QUINTA		
GENERAL FUND REVENUES AND EXPENDITURES BY DEPARTMENT/DIVISION		
FISCAL YEAR 2022/23 PROPOSED BUDGET		
ESTIMATED CURRENT RESOURCES:		
REVENUES:		
TAXES		\$ 54,646,700
LICENSES & PERMITS		2,823,200
INTERGOVERNMENTAL		7,653,000
CHARGES FOR SERVICES		1,081,100
FINES & ASSESSMENTS		462,000
OTHER/MISCELLANEOUS		1,155,100
TOTAL ESTIMATED CURRENT RESOURCES		\$ 67,821,100
ESTIMATED CURRENT REQUIREMENTS:		
EXPENDITURES:		
CITY COUNCIL		\$ 351,400
CITY MANAGER		2,809,668
<i>CITY MANAGER</i>	1,177,540	
<i>MARKETING/COMMUNITY RELATIONS</i>	1,632,128	
CITY ATTORNEY		796,000
CITY CLERK		1,257,526
COMMUNITY RESOURCES (CR)		31,848,782
<i>HUMAN RESOURCES</i>	495,698	
<i>POLICE</i>	18,185,900	
<i>FIRE</i>	8,851,872	
<i>CR ADMINISTRATION</i>	880,480	
<i>WELLNESS CENTER OPERATIONS</i>	682,102	
<i>RECREATION PROGRAMS/SPECIAL EVENTS</i>	1,088,734	
<i>CODE COMPLIANCE/ANIMAL CONTROL</i>	1,663,996	
PUBLIC WORKS		7,520,620
<i>PARKS MAINTENANCE</i>	3,047,222	
<i>PUBLIC BUILDINGS</i>	1,390,052	
<i>PUBLIC WORKS ADMINISTRATION</i>	794,862	
<i>DEVELOPMENT SERVICES</i>	512,960	
<i>STREETS</i>	754,768	
<i>ENGINEERING SERVICES</i>	1,020,756	
DESIGN & DEVELOPMENT		4,029,498
<i>D&D ADMINISTRATION</i>	756,824	
<i>PLANNING</i>	744,830	
<i>BUILDING</i>	1,291,362	
<i>THE HUB</i>	1,236,482	
FISCAL SERVICES		15,442,930
<i>FINANCE</i>	1,595,830	
<i>CENTRAL SERVICES (Includes CIP)</i>	13,847,100	
TOTAL ESTIMATED CURRENT REQUIREMENTS		\$ 64,056,424
PRELIMINARY BUDGET SURPLUS		\$ 3,764,676
LESS MEASURE G SALES TAX RESERVES		(3,353,000)
BUDGET SURPLUS/(DEFICIT)		\$ 411,676

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed	22/23 vs. Current 21/22	% Change in Budget	
310 - Tax Revenues								
101-0000-40310	Property Tax Revenue	2,578,492	2,605,000	2,605,000	1,571,118	2,890,000	285,000	11%
101-0000-40311	No-Low City Property Tax	4,769,373	4,706,000	4,706,000	2,908,868	4,845,000	139,000	3%
101-0000-40315	RPTTF Pass Through	1,884,546	1,616,000	2,016,000	1,048,915	2,180,000	164,000	8%
101-0000-41320	State Sales Tax	10,729,160	10,000,000	10,500,000	6,973,107	11,000,000	500,000	5%
101-0000-41326	Measure G Sales Tax	12,594,389	11,500,000	12,300,000	8,587,127	13,500,000	1,200,000	10%
101-0000-41327	Document Transfer Tax	1,568,997	750,000	750,000	859,819	650,000	(100,000)	-13%
101-0000-41400	TOT - Hotels	4,545,117	5,000,000	6,500,000	6,596,690	7,000,000	500,000	8%
101-0000-41401	TOT - Short Term Vac. R	6,213,353	3,000,000	5,000,000	4,800,261	5,000,000	0	0%
101-0000-41402	TOT - Bed and Breakfast	69,987	90,000	90,000	77,822	100,000	10,000	11%
101-0000-41416	TOT - Resort Fees	243,520	250,000	250,000	251,513	375,000	125,000	50%
101-0000-41505	Franchise Taxes - Burrtec	894,559	785,000	785,000	548,788	1,000,000	215,000	27%
101-0000-41508	Southern California Gas F	173,961	140,000	140,000	0	160,000	20,000	14%
101-0000-41509	Cable Television Franchis	644,058	650,000	650,000	328,827	660,000	10,000	2%
101-0000-41510	Communications Franchis	229,886	250,000	250,000	105,847	275,000	25,000	10%
101-0000-41800	Property Tax in Lieu of VI	4,376,455	4,615,000	4,615,000	2,355,489	5,011,700	396,700	9%
310 - Tax Revenues Totals:	51,515,856	45,957,000	51,157,000	37,014,192	54,646,700	3,489,700	7%	
320 - Licenses & Permits								
101-0000-41411	STVR Inspection Fee	5,850	9,000	9,000	975	2,000	(7,000)	-78%
101-0000-41415	STVR Registration Fee	355,690	894,000	894,000	880,500	900,000	6,000	1%
101-0000-41600	Business Licenses	373,801	350,000	350,000	299,906	340,000	(10,000)	-3%
101-0000-41602	STVR Business Licenses	0	0	0	51,349	40,000	40,000	0%
101-0000-41610	Film Permits	2,800	1,000	1,000	1,221	2,000	1,000	100%
101-0000-42400	Building Permits	437,209	210,000	750,000	797,922	600,000	(150,000)	-20%
101-0000-42401	Plumbing Permits	75,101	90,000	90,000	133,526	90,000	0	0%
101-0000-42402	Mechanical Permits	90,394	100,000	100,000	138,288	100,000	0	0%
101-0000-42403	Electrical Permits	65,016	80,000	80,000	102,790	80,000	0	0%
101-0000-42404	Miscellaneous Permits	216,745	180,000	180,000	219,547	200,000	20,000	11%
101-0000-42405	Garage Sale Permits	3,630	5,000	5,000	4,230	6,000	1,000	20%
101-0000-42406	Golf Cart Permits	250	0	0	0	0	0	0%
101-0000-42408	Grading Permits	18,237	10,000	10,000	38,002	15,000	5,000	50%
101-0000-42410	Driveway Permits	0	1,000	1,000	0	0	(1,000)	-100%
101-0000-42420	Fire Plan Review Fee	55,610	60,000	60,000	96,891	65,000	5,000	8%
101-0000-42421	Fire Inspection Fee	60,030	40,000	40,000	83,118	60,000	20,000	50%
101-0000-42430	Transportation Permits	2,850	2,000	2,000	1,103	2,000	0	0%
101-0000-42431	Conditional Use Permits	8,828	10,000	10,000	22,932	15,000	5,000	50%
101-0000-42433	Minor Use Permit	5,400	5,000	5,000	9,838	8,700	3,700	74%
101-0000-42434	Sign Permit	11,616	15,000	15,000	18,431	16,500	1,500	10%
101-0000-42435	Site Development Permit	56,228	40,000	40,000	54,752	50,000	10,000	25%
101-0000-42436	Final Landscaping Plans	5,313	12,000	12,000	24,901	12,000	0	0%
101-0000-42437	Development Agreement	6,154	0	0	3,446	1,000	1,000	0%
101-0000-42439	Temporary Use Permit	800	10,000	10,000	36,174	10,000	0	0%
101-0000-43632	Public Works Permits	154,626	120,000	450,000	405,499	200,000	(250,000)	-56%
101-0000-43638	NPDES Inspections	12,431	8,000	8,000	9,128	8,000	0	0%
320 - Licenses & Permits Totals:	2,024,611	2,252,000	3,122,000	3,434,470	2,823,200	(298,800)	-10%	
330 - Intergovernmental								
101-0000-41710	State Gov't Revenue	502,034	0	203,322	0	0	(203,322)	-100%

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed	Current 21/22	in Budget
101-0000-42500	Fire Service Credit	7,591,078	7,047,900	7,047,900	726,453	7,400,000	352,100	5%
101-0000-42501	Fire Service Reserves	70,110	800,200	800,200	561,645	0	(800,200)	-100%
101-0000-43100	FEMA	0	0	0	24,516	0	0	0%
101-0000-43633	CSA 152 Assessments	367,882	400,000	400,000	272,761	250,000	(150,000)	-38%
101-0000-43634	CVWD	17,859	0	0	0	0	0	0%
101-0000-43650	Contributions from Other	3,000	3,000	3,000	0	3,000	0	0%
330 - Intergovernmental Totals:		8,551,963	8,251,100	8,454,422	1,585,375	7,653,000	(801,422)	-9%
340 - Charges for Services								
101-0000-42200	Leisure Enrichment	6,891	16,200	16,200	10,227	35,000	18,800	116%
101-0000-42202	Gift Shop	84	0	0	0	0	0	0%
101-0000-42210	Youth Sports	0	16,200	16,200	25,895	40,000	23,800	147%
101-0000-42211	Adult Sports	75	2,160	2,160	5,725	1,000	(1,160)	-54%
101-0000-42212	Facility Rentals	(50)	12,600	12,600	6,326	35,000	22,400	178%
101-0000-42213	Special Events	0	7,200	7,200	0	10,000	2,800	39%
101-0000-42214	Wellness Center Leisure f	6,979	19,800	19,800	10,591	20,000	200	1%
101-0000-42216	Wellness Center Special f	0	550	550	0	1,000	450	82%
101-0000-42218	Wellness Center Member:	10,425	54,000	54,000	34,235	75,000	21,000	39%
101-0000-42300	Cash Over/Short	2,296	0	0	1,301	0	0	0%
101-0000-42303	NSF Charges	95	200	200	25	400	200	100%
101-0000-42412	Minor Adjustment, Plan C	38,000	3,000	3,000	(12,698)	3,000	0	0%
101-0000-42415	Tentative Tract Map	55,357	25,000	25,000	25,414	25,000	0	0%
101-0000-42416	Digitization/Records Man:	29,685	20,000	20,000	36,552	30,000	10,000	50%
101-0000-42417	Modification by Applicant	4,400	2,000	2,000	4,056	2,500	500	25%
101-0000-42440	Appeals - Permits, Licens	8,750	6,000	6,000	1,000	3,000	(3,000)	-50%
101-0000-42441	Planning Compliance Rev	405	0	0	0	0	0	0%
101-0000-42443	Zone Change	1,052	10,000	10,000	11,774	10,000	0	0%
101-0000-42445	Environmental Assessmei	11,753	5,000	5,000	2,967	5,000	0	0%
101-0000-42446	General Plan Amendment	0	10,000	10,000	10,465	10,000	0	0%
101-0000-42447	Home Occupations	9,750	8,000	8,000	7,438	11,000	3,000	38%
101-0000-42448	Tentative Parcel Map	3,005	15,000	15,000	5,224	10,000	(5,000)	-33%
101-0000-42451	Specific Plan	14,329	10,000	10,000	4,946	10,000	0	0%
101-0000-42460	Pre-Application Review	9,016	5,000	5,000	11,798	5,000	0	0%
101-0000-42600	Building Plan Check Fees	521,451	475,000	475,000	694,428	526,000	51,000	11%
101-0000-42610	SMIP Fees	498	600	600	554	600	0	0%
101-0000-42615	CBSC Administrative Fee:	473	500	500	410	600	100	20%
101-0000-42810	Public Works Dev. Plan C	225,852	150,000	150,000	276,650	180,000	30,000	20%
101-0000-43631	CVMSHCP Admin Fee	1,787	2,000	2,000	5,585	2,000	0	0%
101-0000-43635	VGPS TBID Admin Fee	0	0	0	12,608	30,000	30,000	0%
340 - Charges for Services Totals:		962,358	876,010	876,010	1,193,497	1,081,100	205,090	23%

		2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed	22/23 vs. Current 21/22	% Change in Budget
350 - Fines, Forfeitures & Abatements								
101-0000-42700	Administrative Citations	504,205	60,000	375,000	324,533	180,000	(195,000)	-52%
101-0000-42701	Lot Abatement	5,812	5,000	5,000	188	5,000	0	0%
101-0000-42702	Vehicle Abatement	33,669	30,000	30,000	23,892	35,000	5,000	17%
101-0000-42703	Vehicle Impound Fee	67,962	50,000	50,000	39,397	65,000	15,000	30%
101-0000-42705	Motor Vehicle Code Fines	110,045	110,000	110,000	32,046	100,000	(10,000)	-9%
101-0000-42706	Parking Violations	48,726	20,000	20,000	21,628	40,000	20,000	100%
101-0000-42707	Misc Fines	941	1,000	1,000	8,678	8,000	7,000	700%
101-0000-42708	Graffiti Removal	8,246	5,000	5,000	0	9,000	4,000	80%
101-0000-42709	False Alarm Fees - Police	0	10,000	10,000	16,132	15,000	5,000	50%
101-0000-42710	False Alarm Fees - Fire	(600)	3,000	3,000	6,804	5,000	2,000	67%
- Fines, Forfeitures & Abatements Totals:		779,006	294,000	609,000	473,296	462,000	(147,000)	-24%
360 - Use of Money & Property								
101-0000-41900	Allocated Interest	897,509	400,000	400,000	(39,782)	400,000	0	0%
101-0000-41910	GASB 31 Interest	(666,023)	0	0	0	0	0	0%
101-0000-42120	Lease Revenue	147,720	145,000	145,000	117,525	155,000	10,000	7%
360 - Use of Money & Property Totals:		379,206	545,000	545,000	77,743	555,000	10,000	2%
370 - Miscellaneous								
101-0000-41410	Zoning Change Mitigation	419,472	400,000	400,000	592,525	400,000	0	0%
101-0000-41504	AMR Compliance	0	20,000	20,000	21,632	20,000	0	0%
101-0000-41507	Burrtec Admin Cost Reim	113,041	114,000	114,000	119,214	120,000	6,000	5%
101-0000-42000	Insurance Recoveries	3,196	5,000	5,000	1,989	5,000	0	0%
101-0000-42140	Sales of Publications & M.	15	100	100	0	100	0	0%
101-0000-42301	Miscellaneous Revenue	1,233	40,000	40,000	2,872	5,000	(35,000)	-88%
101-0000-42305	Miscellaneous Reimburse	104,930	50,000	50,000	54,709	50,000	0	0%
101-0000-48500	Extraordinary Gain	591,946	0	0	0	0	0	0%
370 - Miscellaneous Totals:		1,233,835	629,100	629,100	792,941	600,100	(29,000)	-5%
		65,446,835	58,804,210	65,392,532	44,571,514	67,821,100	2,428,568	4%

Fund: 101 - GENERAL FUND

101-0000-40310	Property Tax Revenue	2,890,000.00
-----------------------	-----------------------------	---------------------

Property tax estimates are provided by HdL consulting services. Actual valuation changes due to the annual 2% Proposition 13 increase, as well as transfers of ownership are included, but completed new construction is not (unless the property was completed and sold in 2021). The City participates in the Teeter program, therefore no delinquencies are assumed.

101-0000-41320	State Sales Tax	11,000,000.00
-----------------------	------------------------	----------------------

Bradley Burns (local share of state sales tax) is 1% of the current sales tax rate (8.75%). HdL consulting services budget estimates are factored into projections along with reviews of industry and economic reports and local trends.

101-0000-41326	Measure G Sales Tax	13,500,000.00
-----------------------	----------------------------	----------------------

Transaction and use sales tax is 1% of the current sales tax rate (8.75%) and is also known as Measure G. Online transactions, as well as big-ticket consumer goods delivered to local addresses drive this number.

101-0000-41400	TOT - Hotels	7,000,000.00
-----------------------	---------------------	---------------------

11% Transient occupancy tax for hotels. Leisure and hospitality make up 25% of the employment sector in the Coachella Valley and the recovery is stronger than initially anticipated. With the return of large events, tourism-related revenue is expected to continue to increase.

101-0000-41401	TOT - Short Term Vac. Rentals	5,000,000.00
-----------------------	--------------------------------------	---------------------

10% Transient occupancy tax for short-term vacation rentals (STVR). Consumer demand for STVRs continues to be strong.

101-0000-41402	TOT - Bed and Breakfast	100,000.00
-----------------------	--------------------------------	-------------------

10% Transient occupancy tax for bed and breakfast

101-0000-41410	Zoning Change Mitigation Fees	400,000.00
-----------------------	--------------------------------------	-------------------

Fees are charged based on development agreements, whereby former commercial property was converted to housing developments and mitigation fees cover lost revenue from the change in development type.

101-0000-41415	STVR Registration Fee	900,000.00
101-0000-41416	TOT - Resort Fees	375,000.00

TOT levied on resort fees which are charged by some hotels. The City provides an annual incentive rebate program for hotels collecting TOT on resort fees. Rebate programs are budgeted in Centralized Services.

101-0000-41505	Franchise Taxes - Burrtec	1,000,000.00
-----------------------	----------------------------------	---------------------

Burrtec Franchise Fee is based on an agreement with the City and is adjusted annually on January 1st per a consumer price index.

101-0000-41507	Burrtec Admin Cost Reimburse	120,000.00
-----------------------	-------------------------------------	-------------------

Base amount of \$101,675 adjusted annually on January 1st by the change in the Consumer Price Index starting in June 2016 and ending on 6/30/2026.

101-0000-41800	Property Tax in Lieu of VLF	5,011,700.00
-----------------------	------------------------------------	---------------------

Property tax in lieu of vehicle license fee (VLF) is derived from the 2004 property tax swap whereby cities receive property tax allocation in lieu of VLF's. The VLF allocation can change annually based on the percent increase in property valuations.

101-0000-41900	Allocated Interest	400,000.00
-----------------------	---------------------------	-------------------

Interest rates are anticipated to continue to increase throughout FY 2022/23 as the Federal Reserve is forecasted to raise rates in an attempt to curb inflation. Maturing securities will be reinvested at potentially higher rates and the Local Agency Investment Fund (LAIF) yield will rise as well.

101-0000-42200	Leisure Enrichment	35,000.00
-----------------------	---------------------------	------------------

Various leisure enrichment activity should continue to increase as COVID risks and fears dissipate and people return to normal activities.

101-0000-42218	Wellness Center Memberships	75,000.00
-----------------------	------------------------------------	------------------

The Wellness Center membership renewals are anticipated to resume as members return to in-person activities.

101-0000-42420	Fire Plan Review Fee	65,000.00
-----------------------	-----------------------------	------------------

Fire Plan reviews are conducted in-house by Riverside County Fire Inspectors.

101-0000-42421	Fire Inspection Fee	60,000.00
-----------------------	----------------------------	------------------

Fire Inspections are conducted in-house by Riverside County Fire Inspectors.

101-0000-42440	Appeals - Permits, Licenses, Pr	3,000.00
-----------------------	--	-----------------

Appeals for permits, licenses, and violations are captured in this revenue line item.

101-0000-42500	Fire Service Credit	7,400,000.00
-----------------------	----------------------------	---------------------

Property tax revenue restricted for fire services.

101-0000-42709	False Alarm Fees - Police	15,000.00
-----------------------	----------------------------------	------------------

Fees are anticipated to resume after having been suspended during the pandemic.

101-0000-43633	CSA 152 Assessments	250,000.00
-----------------------	----------------------------	-------------------

Annual revenue generated through property tax collection and held by the County until reimbursements for qualified expenditures are submitted by the City.

101-0000-43650	Contributions from Other Agen	3,000.00
-----------------------	--------------------------------------	-----------------

The approved Last and Final Recognized Obligation Payment Schedule (ROPS) includes an annual administrative fee reimbursement for the City to perform the wind down activities associated with the former Redevelopment Agency.

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
1001 - City Council								
50 - Salaries and Benefits								
101-1001-50108	Salaries - Council Membe	144,443	144,000	144,000	122,622	144,000	0	0%
101-1001-50150	Other Compensation	2,408	2,400	2,400	2,014	2,400	0	0%
101-1001-50200	PERS-City Portion	9,621	9,600	9,600	8,092	9,600	0	0%
101-1001-50221	Medical Insurance	51,384	104,600	104,600	47,277	123,800	19,200	18%
101-1001-50222	Vision Insurance	606	0	0	466	0	0	0%
101-1001-50223	Dental Insurance	3,591	0	0	2,577	0	0	0%
101-1001-50224	Life Insurance	433	0	0	316	0	0	0%
101-1001-50230	Workers Comp Insurance	10,100	10,500	10,500	7,875	10,500	0	0%
101-1001-50240	Social Security-Medicare	2,094	5,600	5,600	1,778	5,600	0	0%
101-1001-50241	Social Security-FICA	3,433	0	0	2,914	0	0	0%
50 - Salaries and Benefits Totals:		228,115	276,700	276,700	195,931	295,900	19,200	7%
62 - Maintenance & Operations								
101-1001-60137	Community Special Event	0	10,000	10,000	7,779	40,000	30,000	300%
101-1001-60320	Travel & Training	5,032	15,000	15,000	4,807	15,000	0	0%
101-1001-60420	Operating Supplies	391	500	500	283	500	0	0%
62 - Maintenance & Operations Totals:		5,423	25,500	25,500	12,868	55,500	30,000	118%
1001 - City Council Totals:		233,538	302,200	302,200	208,799	351,400	49,200	16%

Department : 1001 - City Council

101-1001-60137	Community Special Events	40,000.00
-----------------------	---------------------------------	------------------

Annual City open house
State of the City/City's 40th Anniversary

101-1001-60320	Travel & Training	15,000.00
-----------------------	------------------------------	------------------

League of CA Cities- Annual conference and legislative action days
Council meeting expenses

	2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
1002 - City Manager							
50 - Salaries and Benefits							
101-1002-50101	Permanent Full Time	366,162	375,700	375,700	333,501	404,940	29,240 8%
101-1002-50105	Salaries - Overtime	257	0	0	43	0	0 0%
101-1002-50150	Other Compensation	867	900	900	725	900	0 0%
101-1002-50200	PERS-City Portion	26,385	32,300	32,300	23,966	33,900	1,600 5%
101-1002-50215	Other Fringe Benefits	16,000	10,000	10,000	8,000	10,000	0 0%
101-1002-50221	Medical Insurance	42,257	62,800	62,800	43,144	74,300	11,500 18%
101-1002-50222	Vision Insurance	526	0	0	444	0	0 0%
101-1002-50223	Dental Insurance	2,718	0	0	2,675	0	0 0%
101-1002-50224	Life Insurance	145	0	0	145	0	0 0%
101-1002-50225	Long Term Disability	1,263	1,800	1,800	1,592	2,400	600 33%
101-1002-50230	Workers Comp Insurance	6,900	7,100	7,100	5,325	7,100	0 0%
101-1002-50240	Social Security-Medicare	5,425	5,500	5,500	4,952	5,800	300 5%
50 - Salaries and Benefits Totals:		468,904	496,100	496,100	424,511	539,340	43,240 9%
60 - Contract Services							
101-1002-60101	Contract Services - Admi	41,685	80,000	80,000	42,385	100,000	20,000 25%
101-1002-60103	Professional Services	2,344	20,000	20,000	40,237	45,000	25,000 125%
60 - Contract Services Totals:		44,029	100,000	100,000	82,622	145,000	45,000 45%
62 - Maintenance & Operations							
101-1002-60320	Travel & Training	228	6,000	6,000	3,146	6,000	0 0%
101-1002-60351	Membership Dues	92,045	105,000	105,000	88,535	105,000	0 0%
101-1002-60352	Subscriptions & Publicatic	0	2,000	2,000	825	2,000	0 0%
101-1002-60400	Office Supplies	553	1,000	1,000	741	1,000	0 0%
101-1002-60420	Operating Supplies	56	1,000	1,000	870	1,000	0 0%
62 - Maintenance & Operations Totals:		92,882	115,000	115,000	94,118	115,000	0 0%
64 - Other Expenses							
101-1002-60510	Contingency for Operatio	0	300,000	300,000	0	300,000	0 0%
64 - Other Expenses Totals:		0	300,000	300,000	0	300,000	0 0%
69 - Internal Service Charges							
101-1002-98110	Information Tech Charge:	63,700	64,900	64,900	48,675	78,200	13,300 20%
69 - Internal Service Charges Totals:		63,700	64,900	64,900	48,675	78,200	13,300 20%
1002 - City Manager Totals:		669,515	1,076,000	1,076,000	649,926	1,177,540	101,540 9%

Department : 1002 - City Manager

101-1002-50101	Permanent Full Time	404,940.00
-----------------------	----------------------------	-------------------

80% - City Manager (20% Housing Fund)
 60% - Assistant to City Manager (40% Housing Fund)
 100% - Management Specialist
 40% - Management Specialist (60% Housing Fund)
 20% - Management Assistant (80% Housing Fund)

101-1002-60101	Contract Services - Administra	100,000.00
-----------------------	---------------------------------------	-------------------

Legislative lobbying services
 Economic development services

101-1002-60103	Professional Services	45,000.00
-----------------------	------------------------------	------------------

Title and appraisal services and property surveys
 Waste management for special events

101-1002-60320	Travel & Training	6,000.00
-----------------------	------------------------------	-----------------

League of California Cities (LCC)
 Regional meetings & miscellaneous training such as:
 Coachella Valley Association of Governments (CVAG),
 California Cities/Counties Mgmt Foundation (CCMF), and
 Southern CA Association of Governments (SCAG)

101-1002-60351	Membership Dues	105,000.00
-----------------------	------------------------	-------------------

International City/County Mgmt Association (ICMA)
 League of CA Cities (LCC) - Riverside
 California Cities/Counties Mgmt Foundation (CCMF)
 Coachella Valley Association of Governments (CVAG)
 National League of Cities (NLC)
 Southern CA Association of Governments (SCAG)

101-1002-60352	Subscriptions & Publications	2,000.00
-----------------------	---	-----------------

Property analysis and grant solutions

	2020/21	2021/22	2021/22	2021/22		2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*		Proposed Budget	Current 21/22	in Budget
3007 - Marketing & Community Relations								
50 - Salaries and Benefits								
101-3007-50101	163,912	180,200	180,200	160,734		195,228	15,028	8%
101-3007-50105	183	0	0	0		0	0	0%
101-3007-50200	12,391	14,000	14,000	11,421		14,300	300	2%
101-3007-50221	38,250	41,900	41,900	34,632		49,500	7,600	18%
101-3007-50222	479	0	0	401		0	0	0%
101-3007-50223	2,276	0	0	1,862		0	0	0%
101-3007-50224	70	0	0	84		0	0	0%
101-3007-50225	746	1,000	1,000	817		1,300	300	30%
101-3007-50230	4,100	4,200	4,200	3,150		4,200	0	0%
101-3007-50240	2,379	2,700	2,700	2,331		2,800	100	4%
50 - Salaries and Benefits Totals:	224,786	244,000	244,000	215,432		267,328	23,328	10%
60 - Contract Services								
101-3007-60134	0	10,000	10,000	0		70,000	60,000	600%
101-3007-60137	0	10,700	10,700	0		10,700	0	0%
101-3007-60151	223,963	213,400	313,400	316,225		323,500	10,100	3%
60 - Contract Services Totals:	223,963	234,100	334,100	316,225		404,200	70,100	21%
62 - Maintenance & Operations								
101-3007-60320	3,910	8,000	8,000	4,851		8,000	0	0%
101-3007-60351	2,571	10,000	10,000	8,339		10,000	0	0%
101-3007-60410	4,472	15,000	15,000	7,753		20,000	5,000	33%
101-3007-60420	1,557	1,600	1,600	919		1,600	0	0%
101-3007-60450	8,000	25,000	25,000	18,261		25,000	0	0%
101-3007-60461	598,723	750,000	750,000	498,326		850,000	100,000	13%
62 - Maintenance & Operations Totals:	619,232	809,600	809,600	538,448		914,600	105,000	13%
69 - Internal Service Charges								
101-3007-98110	37,500	38,200	38,200	28,650		46,000	7,800	20%
69 - Internal Service Charges Totals:	37,500	38,200	38,200	28,650		46,000	7,800	20%
Marketing & Community Relations Totals:	1,105,482	1,325,900	1,425,900	1,098,756		1,632,128	206,228	14%

Department : 3007 - Marketing & Community Relations

101-3007-50101	Permanent Full Time	195,228.00
-----------------------	----------------------------	-------------------

100% - Marketing Manager
 100% - Management Specialist

101-3007-60134	Promotional Items	70,000.00
-----------------------	--------------------------	------------------

For community engagement and special events

101-3007-60137	Community Engagement	10,700.00
-----------------------	-----------------------------	------------------

Community workshop and City events

101-3007-60151	VGPS - Visit Greater Palm Spri	323,500.00
-----------------------	---------------------------------------	-------------------

Payment of transient occupancy tax (TOT) to the Greater Palm Springs Convention Visitors Bureau (GPSCVB) for a percentage all TOT revenue collected. To jointly encourage, promote, and attract visitors to the Coachella Valley.

.0015 of gross rental revenue for non-convention TOT
 .0035 of gross rental revenue for convention TOT

101-3007-60320	Travel & Training	8,000.00
-----------------------	------------------------------	-----------------

Visit CA - travel destination conference
 CalTravel - travel destination conference

101-3007-60351	Membership Dues	10,000.00
-----------------------	------------------------	------------------

Coachella Valley Economic Partnership, CA Association of Public Information Officers, Cal Travel, Public Relations Society of America, Mail Chimp, and Ragan Communications

101-3007-60410	Printing	20,000.00
-----------------------	-----------------	------------------

Citywide business cards, event signs and banners

101-3007-60450	Advertising	25,000.00
-----------------------	--------------------	------------------

National Date Festival
Sponsorships - CVEP Summit, Modernism Week, etc

Amount	
	5,000
	20,000

101-3007-60461	Marketing & Tourism Promotio	850,000.00
-----------------------	---	-------------------

Photography, Chamber of Commerce Contract, Video,
Commercials, Marketing Contracts, Marketing Efforts, Music
Licensing, Palm Springs Life Vision, and State of the City

	2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
1003 - City Attorney							
60 - Contract Services							
101-1003-60153 Attorney	391,348	546,000	646,000	207,840	646,000	0	0%
101-1003-60154 Attorney/Litigation	66,006	150,000	150,000	26,626	150,000	0	0%
60 - Contract Services Totals:	457,354	696,000	796,000	234,467	796,000	0	0%
1003 - City Attorney Totals:	457,354	696,000	796,000	234,467	796,000	0	0%

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
1005 - City Clerk								
50 - Salaries and Benefits								
101-1005-50101	Permanent Full Time	226,214	281,700	281,700	266,462	454,818	173,118	61%
101-1005-50105	Salaries - Overtime	618	0	0	50	0	0	0%
101-1005-50150	Other Compensation	735	500	500	779	500	0	0%
101-1005-50200	PERS-City Portion	22,782	26,800	26,800	24,816	40,400	13,600	51%
101-1005-50221	Medical Insurance	57,627	81,600	81,600	55,088	146,000	64,400	79%
101-1005-50222	Vision Insurance	791	0	0	607	0	0	0%
101-1005-50223	Dental Insurance	3,137	0	0	2,438	0	0	0%
101-1005-50224	Life Insurance	109	0	0	174	0	0	0%
101-1005-50225	Long Term Disability	1,027	1,600	1,600	1,393	2,700	1,100	69%
101-1005-50230	Workers Comp Insurance	7,900	8,200	8,200	6,150	12,300	4,100	50%
101-1005-50240	Social Security-Medicare	3,604	4,200	4,200	4,137	6,500	2,300	55%
101-1005-50241	Social Security-FICA	509	0	0	1,020	0	0	0%
101-1005-50251	Temporary	21,734	40,000	40,000	17,623	40,000	0	0%
50 - Salaries and Benefits Totals:		346,786	444,600	444,600	380,737	703,218	258,618	58%
60 - Contract Services								
101-1005-60103	Professional Services	62,728	90,000	90,000	26,585	345,000	255,000	283%
101-1005-60125	Temporary Agency Serv	0	0	0	11,533	40,000	40,000	0%
60 - Contract Services Totals:		62,728	90,000	90,000	38,118	385,000	295,000	328%
62 - Maintenance & Operations								
101-1005-60320	Travel & Training	2,076	7,000	7,000	4,303	15,000	8,000	114%
101-1005-60351	Membership Dues	1,306	1,500	1,500	1,141	2,000	500	33%
101-1005-60400	Office Supplies	1,822	2,500	2,500	809	2,500	0	0%
101-1005-60410	Printing	0	0	10,000	7,183	10,000	0	0%
101-1005-60420	Operating Supplies	1,617	1,200	1,200	990	1,200	0	0%
101-1005-60450	Advertising	4,839	4,000	4,000	1,207	4,000	0	0%
62 - Maintenance & Operations Totals:		11,660	16,200	26,200	15,634	34,700	8,500	32%
69 - Internal Service Charges								
101-1005-98110	Information Tech Charge:	73,000	74,400	74,400	55,800	134,608	60,208	81%
69 - Internal Service Charges Totals:		73,000	74,400	74,400	55,800	134,608	60,208	81%
1005 - City Clerk Totals:		494,173	625,200	635,200	490,290	1,257,526	622,326	98%

Department : 1005 - City Clerk

101-1005-50101	Permanent Full Time	454,818.00
-----------------------	----------------------------	-------------------

90% - City Clerk (10% Housing)
 100% - Deputy City Clerk
 100% - Management Assistant
 100% - Administrative Assistant
 100% - Permit Technicians (2, New in FY 22/23)

101-1005-60103	Professional Services	345,000.00
-----------------------	------------------------------	-------------------

Municipal Code text and online updates
 Imaging scanning services
 For The Record tech support (DSS Corp)
 DigiCert electronic signatures
 Ctiywide fee study updates
 Records legislation, requirements, minute writing services, and retention updates
 STVR Programming Compliance, Analytics & Permitting Software

101-1005-60125	Temporary Agency Services	40,000.00
-----------------------	----------------------------------	------------------

To provide staffing resources while vacancies are filled and permanent staff is trained

101-1005-60320	Travel & Training	15,000.00
-----------------------	------------------------------	------------------

CA City Clerks Association annual conference & seminars
 Municipal Clerks certifications and training

101-1005-60351	Membership Dues	2,000.00
-----------------------	------------------------	-----------------

California City Clerks Association (CCAC)- 4 employees
 National Notary Association Errors and Omission insurance (E&O)- 3 employees
 International Institute of Municipal Clerks (IIMC) membership

101-1005-60410	Printing	10,000.00
-----------------------	-----------------	------------------

101-1005-60450	Advertising	4,000.00
-----------------------	--------------------	-----------------

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
1004 - Human Resources							
50 - Salaries and Benefits							
101-1004-50101 Permanent Full Time	92,440	96,400	111,400	85,897	168,198	56,798	51%
101-1004-50102 Salaries - Part Time	34,995	36,300	36,300	31,692	0	(36,300)	-100%
101-1004-50150 Other Compensation	277	0	0	403	0	0	0%
101-1004-50200 PERS-City Portion	9,648	7,500	7,500	8,699	12,400	4,900	65%
101-1004-50221 Medical Insurance	5,670	21,000	21,000	5,392	49,500	28,500	136%
101-1004-50222 Vision Insurance	287	0	0	234	0	0	0%
101-1004-50223 Dental Insurance	1,631	0	0	1,348	0	0	0%
101-1004-50224 Life Insurance	35	0	0	44	0	0	0%
101-1004-50225 Long Term Disability	421	600	600	460	1,100	500	83%
101-1004-50230 Workers Comp Insurance	2,100	2,100	2,100	1,575	4,200	2,100	100%
101-1004-50240 Social Security-Medicare	1,891	1,500	1,500	1,744	2,400	900	60%
101-1004-50241 Social Security-FICA	0	0	0	12	0	0	0%
101-1004-50251 Temporary	0	0	0	198	0	0	0%
101-1004-50252 Annual Wellness Dollar R	0	17,600	17,600	3,214	18,000	400	2%
50 - Salaries and Benefits Totals:	149,396	183,000	198,000	140,911	255,798	57,798	29%
60 - Contract Services							
101-1004-60103 Professional Services	0	70,000	70,000	10,101	70,000	0	0%
101-1004-60104 Consultants/Employee Se	9,906	20,000	20,000	7,650	20,000	0	0%
60 - Contract Services Totals:	9,906	90,000	90,000	17,752	90,000	0	0%
62 - Maintenance & Operations							
101-1004-60129 Recruiting/Pre-Employme	5,046	10,000	30,000	13,044	30,000	0	0%
101-1004-60320 Travel & Training	27	4,000	4,000	(113)	4,000	0	0%
101-1004-60322 Training & Education/MOI	16,183	52,000	52,000	6,292	52,000	0	0%
101-1004-60340 Employee Recognition Ev	7,557	9,000	9,000	12,069	9,000	0	0%
101-1004-60351 Membership Dues	6,785	6,500	6,500	6,500	6,500	0	0%
101-1004-60352 Subscriptions & Publicatic	839	900	900	239	900	0	0%
101-1004-60400 Office Supplies	342	500	500	217	500	0	0%
101-1004-60420 Operating Supplies	370	1,000	1,000	0	1,000	0	0%
62 - Maintenance & Operations Totals:	37,150	83,900	103,900	38,248	103,900	0	0%
69 - Internal Service Charges							
101-1004-98110 Information Tech Charge:	18,800	19,100	19,100	14,325	46,000	26,900	141%
69 - Internal Service Charges Totals:	18,800	19,100	19,100	14,325	46,000	26,900	141%
1004 - Human Resources Totals:	215,251	376,000	411,000	211,236	495,698	84,698	21%

Department : 1004 - Human Resources

101-1004-50101	Permanent Full Time	168,198.00
-----------------------	----------------------------	-------------------

100% - Human Resources Analyst
100% - Administrative Technician

101-1004-60103	Professional Services	70,000.00
-----------------------	------------------------------	------------------

Citywide employee development programs

101-1004-60104	Consultants/Employee Service	20,000.00
-----------------------	-------------------------------------	------------------

Employee Assistance Program (EAP)- Wellness Works
CalPERS- Monthly medical premium and administration fees
TAG/AMS DOT random screenings
DMV medical exams (Class B)
Bilingual Testing

101-1004-60129	Recruiting/Pre-Employment	30,000.00
-----------------------	----------------------------------	------------------

Interview panel costs
Fingerprinting
Physicals and drug screenings
Background checks

101-1004-60320	Travel & Training	4,000.00
-----------------------	------------------------------	-----------------

Liebert Cassidy Whitmore (LCW)- law & labor relations
Educational forums and miscellaneous training

101-1004-60351	Membership Dues	6,500.00
-----------------------	------------------------	-----------------

Society of HR Management (SHRM)
Professionals in HR Association (PIHRA)
International Public Management Association for HR (IPMA-HR),
World at Work (WOW)
CV Employment Relations Consortium (LCW)
CA Public Employers Labor Relations Assoc. (CalPELRA)

101-1004-60352	Subscriptions & Publications	900.00
-----------------------	---	---------------

Labor law compliance posters

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
2001 - Police								
60 - Contract Services								
101-2001-60103	Professional Services	26,708	40,000	40,000	394	50,000	10,000	25%
101-2001-60109	LQ Police Volunteers	5,129	10,000	10,000	9,333	12,000	2,000	20%
101-2001-60161	Sheriff Patrol	9,562,657	9,890,000	9,890,000	6,431,588	10,070,000	180,000	2%
101-2001-60162	Police Overtime	296,155	485,000	485,000	217,953	485,000	0	0%
101-2001-60163	Target Team	1,737,555	1,855,000	1,855,000	1,212,308	1,896,000	41,000	2%
101-2001-60164	Community Services Offic	759,638	818,000	818,000	513,640	836,000	18,000	2%
101-2001-60165	Special Enforcement/City	24,373	100,000	100,000	89,110	100,000	0	0%
101-2001-60166	Gang Task Force	199,783	209,500	209,500	76,472	214,000	4,500	2%
101-2001-60167	Narcotics Task Force	199,783	209,500	209,500	137,650	214,000	4,500	2%
101-2001-60168	School Officer	29,729	202,000	202,000	106,359	230,000	28,000	14%
101-2001-60169	Motor Officer	1,687,298	1,863,000	1,863,000	1,181,342	1,900,000	37,000	2%
101-2001-60170	Dedicated Sargeants	533,360	573,000	573,000	369,287	579,000	6,000	1%
101-2001-60171	Dedicated Lieutenant	305,307	320,000	320,000	210,456	327,000	7,000	2%
101-2001-60172	Sheriff - Mileage	404,846	423,000	423,000	259,043	450,000	27,000	6%
101-2001-60173	Booking Fees	0	18,000	18,000	0	18,000	0	0%
101-2001-60174	Blood/Alcohol Testing	36,456	30,000	30,000	22,194	30,000	0	0%
101-2001-60175	Special Enforcement Func	70,600	95,000	95,000	48,327	95,000	0	0%
101-2001-60176	Sheriff - Other	511,246	557,000	557,000	51,149	557,000	0	0%
101-2001-60193	Sexual Assault Exam Fee	5,322	8,000	8,000	6,631	9,000	1,000	13%
60 - Contract Services Totals:		16,395,945	17,706,000	17,706,000	10,943,234	18,072,000	366,000	2%
62 - Maintenance & Operations								
101-2001-60320	Travel & Training	5,640	5,000	5,000	0	5,000	0	0%
101-2001-60420	Operating Supplies	8,954	13,000	13,000	5,429	13,000	0	0%
62 - Maintenance & Operations Totals:		14,594	18,000	18,000	5,429	18,000	0	0%
66 - Utilities								
101-2001-61300	Telephone - Utilities	13,187	14,000	14,000	8,763	15,000	1,000	7%
101-2001-61400	Cable/Internet - Utilities	1,781	6,000	6,000	1,140	6,000	0	0%
66 - Utilities Totals:		14,968	20,000	20,000	9,903	21,000	1,000	5%
68 - Capital Expenses								
101-2001-71031	Vehicles	0	50,000	60,000	0	0	(60,000)	-100%
68 - Capital Expenses Totals:		0	50,000	60,000	0	0	(60,000)	-100%
69 - Internal Service Charges								
101-2001-98110	Information Tech Charge:	10,000	10,000	10,000	7,500	10,000	0	0%
101-2001-98140	Facility & Fleet Maintenar	44,400	51,100	51,100	38,325	64,900	13,800	27%
69 - Internal Service Charges Totals:		54,400	61,100	61,100	45,825	74,900	13,800	23%
2001 - Police Totals:		16,479,907	17,855,100	17,865,100	11,004,391	18,185,900	320,800	2%

Department : 2001 - Police

101-2001-60103	Professional Services	50,000.00
-----------------------	------------------------------	------------------

Annual Police Matrix Study

101-2001-60161	Sheriff Patrol	10,070,000.00
-----------------------	-----------------------	----------------------

Increases for Police services in FY 2022/23 are attributed to rising labor and pension costs. Daily patrol hours (130) and service levels are incorporated. The contract funds the following positions: 1 Lieutenant, 2 Sergeants, 2 Motor Traffic Officers, 3 Traffic Officers, 5 Special Enforcement Team Officers, 2 Deputy Sheriff Officers, and 6 Community Service Officers

101-2001-60320	Travel & Training	5,000.00
-----------------------	------------------------------	-----------------

Crime prevention officers will provide training to the Citizens on Patrol.

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
2002 - Fire								
50 - Salaries and Benefits								
101-2002-50101	Permanent Full Time	193,613	204,500	204,500	143,418	197,472	(7,028)	-3%
101-2002-50105	Salaries - Overtime	0	4,000	4,000	599	4,000	0	0%
101-2002-50150	Other Compensation	96	100	100	81	100	0	0%
101-2002-50200	PERS-City Portion	14,937	16,100	16,100	10,426	14,800	(1,300)	-8%
101-2002-50221	Medical Insurance	48,086	53,400	53,400	37,607	63,100	9,700	18%
101-2002-50222	Vision Insurance	637	0	0	459	0	0	0%
101-2002-50223	Dental Insurance	2,778	0	0	1,742	0	0	0%
101-2002-50224	Life Insurance	97	0	0	97	0	0	0%
101-2002-50225	Long Term Disability	853	2,000	2,000	675	2,500	500	25%
101-2002-50230	Workers Comp Insurance	5,200	5,400	5,400	4,050	5,400	0	0%
101-2002-50240	Social Security-Medicare	2,827	3,100	3,100	2,408	2,900	(200)	-6%
101-2002-50241	Social Security-FICA	82	0	0	1,290	0	0	0%
101-2002-50251	Temporary	1,326	0	0	21,905	0	0	0%
50 - Salaries and Benefits Totals:		270,532	288,600	288,600	224,756	290,272	1,672	1%
60 - Contract Services								
101-2002-60103	Professional Services	22,450	15,000	15,000	0	15,000	0	0%
101-2002-60110	Volunteers - Fire	0	3,000	3,000	0	4,000	1,000	33%
101-2002-60112	Landscape Contract	14,909	15,800	15,800	13,045	19,000	3,200	20%
101-2002-60116	Pest Control	3,063	2,500	2,500	2,782	3,500	1,000	40%
101-2002-60123	Security & Alarm	1,530	1,500	1,500	0	1,500	0	0%
101-2002-60139	Fire Service Costs	5,902,289	6,620,200	6,620,200	0	7,725,000	1,104,800	17%
101-2002-60140	MOU - Ladder Truck	210,918	250,000	250,000	0	275,000	25,000	10%
101-2002-60525	Golf Tournament	9,525	80,000	80,000	0	80,000	0	0%
60 - Contract Services Totals:		6,164,684	6,988,000	6,988,000	15,827	8,123,000	1,135,000	16%
62 - Maintenance & Operations								
101-2002-60320	Travel & Training	214	3,000	3,000	1,066	4,000	1,000	33%
101-2002-60351	Membership Dues	0	100	100	0	1,000	900	900%
101-2002-60400	Office Supplies	55	1,000	1,000	0	1,000	0	0%
101-2002-60406	Disaster Prep Supplies	4,423	6,000	6,000	6,095	6,000	0	0%
101-2002-60410	Printing	187	500	500	0	500	0	0%
101-2002-60445	Non-Reimbursable Misc	6,522	20,000	20,000	23,605	20,000	0	0%
101-2002-60545	Small Tools & Equipment	1,522	2,500	2,500	391	2,500	0	0%
101-2002-60670	Fire Station	6,566	50,000	50,000	8,311	50,000	0	0%
101-2002-60671	Repair & Maintenance - E	1,750	5,000	5,000	658	5,000	0	0%
101-2002-60691	Maintenance/Services	30,086	60,000	60,000	47,635	60,000	0	0%
62 - Maintenance & Operations Totals:		51,326	148,100	148,100	87,761	150,000	1,900	1%
66 - Utilities								
101-2002-61100	Gas - Utilities	1,399	1,500	1,500	1,704	2,000	500	33%
101-2002-61101	Electricity - Utilities	27,182	26,000	26,000	27,730	30,000	4,000	15%
101-2002-61200	Water - Utilities	12,005	15,000	15,000	8,570	15,000	0	0%
101-2002-61300	Telephone - Utilities	18,775	16,000	16,000	17,469	19,000	3,000	19%
101-2002-61304	Mobile/Cell Phones/Satell	4,813	7,000	7,000	4,171	7,000	0	0%
101-2002-61400	Cable/Internet - Utilities	6,378	6,000	6,000	10,819	14,000	8,000	133%
66 - Utilities Totals:		70,552	71,500	71,500	70,464	87,000	15,500	22%

	2020/21	2021/22	2021/22	2021/22		2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*		Proposed Budget	Current 21/22	in Budget
68 - Capital Expenses								
101-2002-71021 Furniture	0	5,000	5,000	0		5,000	0	0%
101-2002-71031 Vehicles	52,230	0	60,000	15,249		0	(60,000)	-100%
101-2002-72110 Building Improvements	0	10,000	10,000	0		10,000	0	0%
101-2002-80101 Machinery & Equipment	5,242	30,000	498,000	76,054		0	(498,000)	-100%
68 - Capital Expenses Totals:	57,472	45,000	573,000	91,304		15,000	(558,000)	-97%
69 - Internal Service Charges								
101-2002-91843 Property & Crime Insurar	5,000	5,800	5,800	4,350		5,800	0	0%
101-2002-91844 Earthquake Insurance	13,000	14,000	14,000	10,500		14,000	0	0%
101-2002-98110 Information Tech Charge:	47,800	48,700	48,700	36,525		58,700	10,000	21%
101-2002-98140 Facility & Fleet Maintenar	44,400	51,100	51,100	38,325		108,100	57,000	112%
69 - Internal Service Charges Totals:	110,200	119,600	119,600	89,700		186,600	67,000	56%
99 - Transfers Out								
101-2002-99900 Transfers Out	313,037	0	361,686	307,498		0	(361,686)	-100%
99 - Transfers Out Totals:	313,037	0	361,686	307,498		0	(361,686)	-100%
2002 - Fire Totals:	7,037,802	7,660,800	8,550,486	887,310		8,851,872	301,386	4%

Department : 2002 - Fire

101-2002-50101	Permanent Full Time	197,472.00
-----------------------	----------------------------	-------------------

100% - Senior Emergency Management Coordinator
 100% - Administrative Assistant
 15% - Community Resources Director (70% Community Resources Admin, 15% Library & Museum Fund)
 20% - Public Safety Manager (80% Community Resources Admin)
 20% - Administrative Technician (80% Code Compliance)

101-2002-60103	Professional Services	15,000.00
-----------------------	------------------------------	------------------

Public safety announcements and Nixle contract

101-2002-60112	Landscape Contract	19,000.00
-----------------------	---------------------------	------------------

Landscaping maintenance services for all three fire stations

101-2002-60139	Fire Service Costs	7,725,000.00
-----------------------	---------------------------	---------------------

Increase in Fire Services in FY 2022/23 are attributed to rising labor and pension costs. Contracted with Riverside County and include the following: Captain, Medic Engineers, Engineers, Fire Fighter II Medics, Fire Fighter II, Fire Safety Specialist, Fire Systems Inspector, Overhead/Administration & Direct Operating Expenses, Medic Unit Operating Costs and Fire Engine Charges

101-2002-60320	Travel & Training	4,000.00
-----------------------	------------------------------	-----------------

Emergency preparedness citywide training
 National Emergency Management Academy

101-2002-60351	Membership Dues	1,000.00
-----------------------	------------------------	-----------------

Journal of Emergency Management (JEM) subscription
 International Association of Emergency Managers (IAEM)

101-2002-60410	Printing	500.00
-----------------------	-----------------	---------------

Update Emergency Operations Center forms

101-2002-60691	Maintenance/Services	60,000.00
-----------------------	-----------------------------	------------------

Painting plus regular annual maintenance for each station

101-2002-71021	Furniture	5,000.00
-----------------------	------------------	-----------------

Emergency Operations Center tables, chairs, and desks

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
3001 - Community Resources Administration								
50 - Salaries and Benefits								
101-3001-50101	Permanent Full Time	387,412	393,500	393,500	337,088	406,980	13,480	3%
101-3001-50110	Commissions & Boards	1,800	4,500	4,500	3,375	4,500	0	0%
101-3001-50150	Other Compensation	485	400	400	322	400	0	0%
101-3001-50200	PERS-City Portion	31,264	34,000	34,000	27,820	33,700	(300)	-1%
101-3001-50221	Medical Insurance	55,327	73,200	73,200	51,303	86,700	13,500	18%
101-3001-50222	Vision Insurance	773	0	0	637	0	0	0%
101-3001-50223	Dental Insurance	3,383	0	0	3,023	0	0	0%
101-3001-50224	Life Insurance	156	0	0	167	0	0	0%
101-3001-50225	Long Term Disability	1,489	2,100	2,100	1,705	800	(1,300)	-62%
101-3001-50230	Workers Comp Insurance	7,100	7,400	7,400	5,550	7,300	(100)	-1%
101-3001-50240	Social Security-Medicare	5,644	5,800	5,800	4,937	5,800	0	0%
101-3001-50241	Social Security-FICA	112	0	0	209	0	0	0%
50 - Salaries and Benefits Totals:		494,944	520,900	520,900	436,137	546,180	25,280	5%
60 - Contract Services								
101-3001-60101	Contract Services	10,000	25,000	25,000	25,000	25,000	0	0%
101-3001-60122	Credit Card Fees	1,371	7,000	7,000	2,161	7,000	0	0%
101-3001-60135	Boys & Girls Club	1,275	40,000	60,000	10,000	60,000	0	0%
60 - Contract Services Totals:		12,646	72,000	92,000	37,161	92,000	0	0%
62 - Maintenance & Operations								
101-3001-60157	Rent Expense	0	3,000	3,000	0	3,000	0	0%
101-3001-60320	Travel & Training	3,930	4,000	4,000	236	4,000	0	0%
101-3001-60351	Membership Dues	0	300	300	5	300	0	0%
101-3001-60400	Office Supplies	92	1,500	1,500	77	1,500	0	0%
101-3001-60510	Grants & Economic Devel	117,800	135,000	135,000	29,000	135,000	0	0%
101-3001-60527	2-1-1 Hotline	4,871	2,000	2,000	0	15,000	13,000	650%
101-3001-60531	Homeless Bus Passes	0	3,000	3,000	0	3,000	0	0%
62 - Maintenance & Operations Totals:		126,692	148,800	148,800	29,318	161,800	13,000	9%
69 - Internal Service Charges								
101-3001-98110	Information Tech Charge:	65,500	66,800	66,800	50,100	80,500	13,700	21%
69 - Internal Service Charges Totals:		65,500	66,800	66,800	50,100	80,500	13,700	21%
Community Resources Administration Totals:		699,783	808,500	828,500	552,715	880,480	51,980	6%

Department : 3001 - Community Resources Administration

101-3001-50101	Permanent Full Time	406,980.00
-----------------------	----------------------------	-------------------

70% - Community Resources Director (15% Fire, 15% Library & Museum Fund)
 80% - Public Safety Manager (20% Fire)
 40% - Community Resources Manager (40% Wellness Center Operations, 20% Library & Museum Fund)
 80% - Community Resources Analyst (20% Library & Museum Fund)
 80% - Administrative Technician (20% Library & Museum Fund)

101-3001-60101	Contract Services	25,000.00
-----------------------	--------------------------	------------------

Full restoration of Old Towne Artisan Studio wellness west partnership to be restored.

101-3001-60157	Rent Expense	3,000.00
-----------------------	---------------------	-----------------

YMCA lease

101-3001-60320	Travel & Training	4,000.00
-----------------------	------------------------------	-----------------

Leadership training

101-3001-60351	Membership Dues	300.00
-----------------------	------------------------	---------------

Engaging Local Government Leaders (ELGL)
 International City/County Management Association (ICMA)

101-3001-60510	Grants & Economic Developme	135,000.00
-----------------------	--	-------------------

\$60,000 for Community Services Grants are administered per City Policy and selected via a Grant Ad Hoc Committee. \$75,000 for food distribution and other social service programs.

	2020/21	2021/22	2021/22	2021/22		2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*		Proposed Budget	Current 21/22	in Budget
3002 - Wellness Center Operations								
50 - Salaries and Benefits								
101-3002-50101	218,489	233,900	233,900	202,881		250,002	16,102	7%
101-3002-50102	61,438	69,400	69,400	104,310		105,900	36,500	53%
101-3002-50150	1,228	1,000	1,000	806		1,000	0	0%
101-3002-50200	25,007	23,800	23,800	23,671		24,400	600	3%
101-3002-50221	49,410	71,100	71,100	45,906		84,200	13,100	18%
101-3002-50222	901	0	0	756		0	0	0%
101-3002-50223	4,155	0	0	3,922		0	0	0%
101-3002-50224	119	0	0	148		0	0	0%
101-3002-50225	1,006	1,400	1,400	1,103		1,300	(100)	-7%
101-3002-50230	6,900	7,100	7,100	5,325		7,100	0	0%
101-3002-50240	4,103	3,500	3,500	4,512		3,600	100	3%
101-3002-50241	1,318	0	0	4,709		0	0	0%
101-3002-50251	0	0	30,000	1,492		0	(30,000)	-100%
50 - Salaries and Benefits Totals:	374,073	411,200	441,200	399,541		477,502	36,302	8%
60 - Contract Services								
101-3002-60103	0	5,000	5,000	0		5,000	0	0%
101-3002-60107	13,875	40,000	40,000	16,963		40,000	0	0%
101-3002-60108	0	3,000	3,000	3,000		3,000	0	0%
60 - Contract Services Totals:	13,875	48,000	48,000	19,963		48,000	0	0%
62 - Maintenance & Operations								
101-3002-60157	0	3,000	3,000	2,814		3,000	0	0%
101-3002-60320	256	1,000	1,000	0		1,000	0	0%
101-3002-60351	1,515	3,000	3,000	1,014		3,000	0	0%
101-3002-60352	509	700	700	0		700	0	0%
101-3002-60400	18	3,000	3,000	447		3,000	0	0%
101-3002-60420	26,820	45,000	45,000	18,464		45,000	0	0%
101-3002-60432	0	1,000	1,000	0		1,000	0	0%
62 - Maintenance & Operations Totals:	29,119	56,700	56,700	22,738		56,700	0	0%
69 - Internal Service Charges								
101-3002-98110	63,700	64,900	64,900	48,675		78,200	13,300	20%
101-3002-98140	14,800	17,100	17,100	12,825		21,700	4,600	27%
69 - Internal Service Charges Totals:	78,500	82,000	82,000	61,500		99,900	17,900	22%
3002 - Wellness Center Operations Totals:	495,568	597,900	627,900	503,742		682,102	54,202	9%

Department : 3002 - Wellness Center Operations

101-3002-50101 Permanent Full Time 250,002.00

40% - Community Resources Manager (40% Community Resources Administration, 20% Library & Museum Fund)
100% - Community Resources Specialist
100% - Community Resources Coordinator
100% - Administrative Assistant

101-3002-50102 Salaries - Part Time 105,900.00

50% Senior Recreation Leader (2) (50% Recreation Programs & Special Events)
50% Recreation Leader (8) (50% Recreation Programs & Special Events)

101-3002-60103 Professional Services 5,000.00

Retired senior volunteer program, annual volunteer sponsorships to Watercolors of La Quinta, Boys & Girls Club of La Quinta, and the California Highway Patrol

101-3002-60107 Instructors 40,000.00

Instructors for fitness classes and programming

101-3002-60108 Technical 3,000.00

Annual sponsorship for the Riverside County Senior Inspiration Awards

101-3002-60157 Rental Expense 3,000.00

General insurances and security guards for facility rentals

101-3002-60320 Travel & Training 1,000.00

Park and recreational activity program training and certification

101-3002-60351 Membership Dues 3,000.00

Motion Picture Licensing Corporation (MPLC)
National Council on Aging (NCOA)
TechnoGym apps

Amount

500
100
2,400

101-3002-60352 Subscriptions & Publications 700.00

Desert Sun newspaper
Wellness publications

Amount

300
400

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

	2020/21	2021/22	2021/22	2021/22		2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*		Proposed Budget	Current 21/22	in Budget
3003 - Recreation Programs & Special Events								
50 - Salaries and Benefits								
101-3003-50101	49,646	56,700	56,700	46,510		57,834	1,134	2%
101-3003-50102	12,511	69,400	69,400	30,476		105,900	36,500	53%
101-3003-50200	3,962	10,500	10,500	4,393		10,100	(400)	-4%
101-3003-50221	7,592	21,000	21,000	7,163		24,800	3,800	18%
101-3003-50222	95	0	0	81		0	0	0%
101-3003-50223	300	0	0	451		0	0	0%
101-3003-50224	29	0	0	35		0	0	0%
101-3003-50225	204	1,300	1,300	226		400	(900)	-69%
101-3003-50230	2,100	2,100	2,100	1,575		2,100	0	0%
101-3003-50240	901	6,600	6,600	1,138		11,400	4,800	73%
101-3003-50241	222	0	0	1,271		0	0	0%
101-3003-50251	0	0	30,000	1,478		0	(30,000)	-100%
50 - Salaries and Benefits Totals:	77,563	167,600	197,600	94,796		212,534	14,934	8%
60 - Contract Services								
101-3003-60107	0	0	0	(684)		0	0	0%
101-3003-60184	23,678	160,000	160,000	114,339		160,000	0	0%
101-3003-60190	0	150,000	170,000	76,852		170,000	0	0%
60 - Contract Services Totals:	23,678	310,000	330,000	190,508		330,000	0	0%
62 - Maintenance & Operations								
101-3003-60149	55,847	325,000	400,000	200,971		400,000	0	0%
101-3003-60157	51	1,000	1,000	703		5,000	4,000	400%
101-3003-60320	199	1,000	1,000	0		1,000	0	0%
101-3003-60351	200	500	500	200		500	0	0%
101-3003-60420	866	5,000	5,000	6,656		5,000	0	0%
101-3003-60512	87	45,000	90,000	16,221		90,000	0	0%
62 - Maintenance & Operations Totals:	57,250	377,500	497,500	224,751		501,500	4,000	1%
64 - Other Expenses								
101-3003-60540	1,610	0	0	0		0	0	0%
64 - Other Expenses Totals:	1,610	0	0	0		0	0	0%
69 - Internal Service Charges								
101-3003-98110	18,800	19,100	19,100	14,325		23,000	3,900	20%
101-3003-98140	29,600	34,100	34,100	25,575		21,700	(12,400)	-36%
69 - Internal Service Charges Totals:	48,400	53,200	53,200	39,900		44,700	(8,500)	-16%
Recreation Programs & Special Events Totals:	208,501	908,300	1,078,300	549,955		1,088,734	10,434	1%

Department : 3003 - Recreation Programs & Special Events

101-3003-50101	Permanent Full Time	57,834.00
-----------------------	----------------------------	------------------

100% - Management Assistant

101-3003-50102	Salaries - Part Time	105,900.00
-----------------------	-----------------------------	-------------------

50% Senior Recreation Leader (2) (50% Wellness Center Operations)
50% Recreation Leader (8) (50% Wellness Center Operations)

101-3003-60149	Community Experiences	400,000.00
-----------------------	------------------------------	-------------------

Anticipated events include 9/11 Vigil, Veteran's Day Celebration, Tree Lighting, Ironman, City Picnic, Art on Main, Summer Golf, Mission LQ Rocket Launch, Pillars of the Community, Brew in LQ, Concerts in the Park, and Soaring Over LQ Kite Experience

101-3003-60157	Rental Expense	5,000.00
-----------------------	-----------------------	-----------------

Special event insurances and security guards for events

101-3003-60184	Fritz Burns Pool Programming	160,000.00
-----------------------	-------------------------------------	-------------------

Pool operating contract services

101-3003-60320	Travel & Training	1,000.00
-----------------------	------------------------------	-----------------

Park and recreation program training and certifications

101-3003-60351	Membership Dues	500.00
-----------------------	------------------------	---------------

Americans for Art
California Parks and Recreation Society (CPRS)

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
6004 - Code Compliance/Animal Control							
50 - Salaries and Benefits							
101-6004-50101 Permanent Full Time	444,988	553,000	553,000	381,358	569,976	16,976	3%
101-6004-50105 Salaries - Overtime	14,071	15,000	15,000	1,527	15,000	0	0%
101-6004-50106 Standby	0	100	100	0	100	0	0%
101-6004-50150 Other Compensation	0	20	20	0	20	0	0%
101-6004-50200 PERS-City Portion	43,849	55,500	55,500	37,326	51,800	(3,700)	-7%
101-6004-50221 Medical Insurance	113,563	163,100	163,100	103,189	193,100	30,000	18%
101-6004-50222 Vision Insurance	1,477	0	0	1,127	0	0	0%
101-6004-50223 Dental Insurance	6,447	0	0	5,142	0	0	0%
101-6004-50224 Life Insurance	240	0	0	290	0	0	0%
101-6004-50225 Long Term Disability	2,001	3,400	3,400	2,112	3,600	200	6%
101-6004-50230 Workers Comp Insurance	13,700	16,300	16,300	12,225	16,300	0	0%
101-6004-50240 Social Security-Medicare	6,735	8,200	8,200	5,953	8,100	(100)	-1%
101-6004-50241 Social Security- FICA	64	0	0	1,715	0	0	0%
101-6004-50251 Temporary	1,032	0	0	27,666	0	0	0%
50 - Salaries and Benefits Totals:	648,166	814,620	814,620	579,631	857,996	43,376	5%
60 - Contract Services							
101-6004-60103 Professional Services	43,949	80,000	80,000	41,694	80,000	0	0%
101-6004-60108 Technical	240	1,000	1,000	200	1,000	0	0%
101-6004-60111 Administrative Citation S	18,847	18,000	18,000	9,245	18,000	0	0%
101-6004-60119 Vehicle Abatement	0	500	500	0	500	0	0%
101-6004-60120 Lot Cleaning/Gravel Progr	7,231	10,000	10,000	16,031	20,000	10,000	100%
101-6004-60122 Credit Card Fees	657	2,000	2,000	480	2,000	0	0%
101-6004-60125 Temporary Agency Servi	0	0	0	20,595	0	0	0%
101-6004-60194 Veterinary Service	7,500	12,000	12,000	1,500	12,000	0	0%
101-6004-60197 Animal Shelter Contract S	187,146	285,000	285,000	172,619	300,000	15,000	5%
60 - Contract Services Totals:	265,571	408,500	408,500	262,364	433,500	25,000	6%
62 - Maintenance & Operations							
101-6004-60121 Low-Income Housing Gra	0	1,000	1,000	0	1,000	0	0%
101-6004-60320 Travel & Training	(540)	1,200	1,200	540	3,000	1,800	150%
101-6004-60351 Membership Dues	475	600	600	570	800	200	33%
101-6004-60400 Office Supplies	2,546	2,000	2,000	1,550	2,000	0	0%
101-6004-60410 Printing	3,811	6,000	6,000	0	6,000	0	0%
101-6004-60425 Supplies - Field	234	1,500	1,500	1,132	3,000	1,500	100%
101-6004-60690 Uniforms	2,054	3,000	3,000	1,037	4,500	1,500	50%
62 - Maintenance & Operations Totals:	8,580	15,300	15,300	4,829	20,300	5,000	33%
69 - Internal Service Charges							
101-6004-98110 Information Tech Charge:	127,300	148,700	148,700	111,525	179,300	30,600	21%
101-6004-98140 Facility & Fleet Maintenar	88,700	119,200	119,200	89,400	172,900	53,700	45%
69 - Internal Service Charges Totals:	216,000	267,900	267,900	200,925	352,200	84,300	31%
- Code Compliance/Animal Control Totals:	1,138,317	1,506,320	1,506,320	1,047,750	1,663,996	157,676	10%

Department : 6004 - Code Compliance/Animal Control

101-6004-50101 Permanent Full Time 569,976.00

100% - Animal Control/Code Compliance Supervisor
100% - Code Compliance Officer II (4)
100% - Code Compliance Officer I (2)
80% - Administrative Technician (20% Fire)

101-6004-60103 Professional Services 80,000.00

Short-term vacation rental hotline and vacation rental compliance

101-6004-60108 Technical 1,000.00

Riverside County recording fees for liens

101-6004-60111 Administrative Citation Service 18,000.00

Data ticket processing of code compliance and police citations

101-6004-60320 Travel & Training 3,000.00

Code Enforcement officer training events

101-6004-60351 Membership Dues 800.00

Annual memberships for Code Officers to CA Association of Code Enforcement Officers (CACEO)

101-6004-60410 Printing 6,000.00

Community educational outreach

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
3005 - Parks Maintenance								
50 - Salaries and Benefits								
101-3005-50101	Permanent Full Time	226,283	240,800	240,800	187,276	251,022	10,222	4%
101-3005-50105	Salaries - Overtime	1,252	700	700	210	700	0	0%
101-3005-50106	Standby	6,930	3,500	3,500	5,278	5,500	2,000	57%
101-3005-50107	Standby Overtime	20,364	4,000	4,000	19,043	20,000	16,000	400%
101-3005-50150	Other Compensation	0	0	0	10	300	300	0%
101-3005-50200	PERS-City Portion	19,581	21,200	21,200	15,937	21,200	0	0%
101-3005-50221	Medical Insurance	56,628	73,200	73,200	45,153	86,700	13,500	18%
101-3005-50222	Vision Insurance	802	0	0	551	0	0	0%
101-3005-50223	Dental Insurance	4,874	0	0	2,863	0	0	0%
101-3005-50224	Life Insurance	123	0	0	126	0	0	0%
101-3005-50225	Long Term Disability	1,048	1,500	1,500	1,000	1,900	400	27%
101-3005-50230	Workers Comp Insurance	7,100	7,400	7,400	5,550	7,300	(100)	-1%
101-3005-50240	Social Security-Medicare	3,696	3,600	3,600	3,071	3,600	0	0%
50 - Salaries and Benefits Totals:		348,682	355,900	355,900	286,068	398,222	42,322	12%
60 - Contract Services								
101-3005-60112	Landscape Contract	455,927	603,600	603,600	485,363	660,000	56,400	9%
60 - Contract Services Totals:		455,927	603,600	603,600	485,363	660,000	56,400	9%
62 - Maintenance & Operations								
101-3005-60117	Civic Center Lake Maintainer	16,200	31,500	31,500	20,896	18,000	(13,500)	-43%
101-3005-60136	Lighting Service	425	1,000	1,000	475	1,000	0	0%
101-3005-60184	Fritz Burns Pool Maintena	94,431	60,000	60,000	67,246	66,000	6,000	10%
101-3005-60189	SilverRock Lake Maintena	0	30,000	30,000	12,150	18,000	(12,000)	-40%
101-3005-60320	Travel & Training	1,349	3,000	3,000	1,400	5,000	2,000	67%
101-3005-60351	Membership Dues	730	1,000	1,000	595	1,000	0	0%
101-3005-60400	Office Supplies	989	1,000	1,000	98	1,000	0	0%
101-3005-60423	Supplies-Graffiti and Van	13,657	15,000	15,000	10,643	15,000	0	0%
101-3005-60427	Safety Gear	588	1,000	1,000	767	1,200	200	20%
101-3005-60431	Materials/Supplies	126,645	140,000	170,000	152,486	310,000	140,000	82%
101-3005-60432	Tools/Equipment	3,780	3,000	3,000	4,694	5,000	2,000	67%
101-3005-60554	LQ Park Water Feature	12,118	35,000	35,000	17,212	23,000	(12,000)	-34%
101-3005-60557	Tree Maintenance	3,500	10,000	10,000	3,200	10,000	0	0%
101-3005-60690	Uniforms	2,113	2,500	2,500	2,778	3,000	500	20%
101-3005-60691	Maintenance/Services	99,691	300,000	300,000	164,024	300,000	0	0%
62 - Maintenance & Operations Totals:		376,216	634,000	664,000	458,663	777,200	113,200	17%
66 - Utilities								
101-3005-61100	Gas-Utilities FB Pool	5,859	15,000	35,000	25,256	15,000	(20,000)	-57%
101-3005-61102	Electric - Monticello Park	158	300	300	134	300	0	0%
101-3005-61103	Electric - Civic Center Par	32,346	30,000	30,000	29,991	30,000	0	0%
101-3005-61104	Electric - Pioneer Park - L	0	100	100	0	100	0	0%
101-3005-61105	Electric - Fritz Burns Park	12,612	15,000	15,000	14,471	15,000	0	0%
101-3005-61106	Electric - Sports Complex	0	40,000	40,000	36,990	40,000	0	0%
101-3005-61108	Electric - Colonel Paige -	853	5,000	5,000	4,671	5,000	0	0%

CITY OF LA QUINTA

GENERAL FUND EXPENSE DETAILS

FY 2022/23 PROPOSED BUDGET

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
101-3005-61109	Electric - Community Parl	52,203	42,000	42,000	74,687	70,000	28,000	67%
101-3005-61110	Electric - Adams Park - U	493	700	700	414	700	0	0%
101-3005-61111	Electric - Velasco Park - U	162	200	200	139	200	0	0%
101-3005-61113	Electric - Eisenhower Parl	277	350	350	258	350	0	0%
101-3005-61114	Electric - Desert Pride - L	158	250	250	134	250	0	0%
101-3005-61115	Electric - SilverRock Ever	7,532	25,000	25,000	27,972	25,000	0	0%
101-3005-61116	Electric - XPark Complex	0	30,000	30,000	0	30,000	0	0%
101-3005-61201	Water -Monticello Park - I	23,282	25,000	25,000	15,005	30,000	5,000	20%
101-3005-61202	Water - Civic Center Park	33,070	38,000	38,000	23,220	40,000	2,000	5%
101-3005-61203	Water -Eisenhower Park -	1,418	2,000	2,000	1,646	2,500	500	25%
101-3005-61204	Water -Fritz Burns Park -	26,772	26,000	26,000	20,767	30,000	4,000	15%
101-3005-61205	Water -Velasco Park - Uti	1,532	1,300	1,300	1,979	2,000	700	54%
101-3005-61206	Water -Desert Pride - Util	10,998	7,000	7,000	4,257	8,000	1,000	14%
101-3005-61207	Water -Pioneer Park - Uti	10,919	13,000	13,000	6,288	15,000	2,000	15%
101-3005-61208	Water -Seasons Park - Ut	227	300	300	255	500	200	67%
101-3005-61209	Water -Community Park -	70,298	75,000	75,000	52,724	80,000	5,000	7%
101-3005-61211	Water - SilverRock Event	0	50,000	50,000	0	55,000	5,000	10%
101-3005-61212	Water - XPark Complex	0	10,000	10,000	0	12,500	2,500	25%
101-3005-61300	Telephone - Utilities	998	1,000	1,000	948	1,000	0	0%
	66 - Utilities Totals:	292,167	452,500	472,500	342,207	508,400	35,900	8%
69 - Internal Service Charges								
101-3005-98110	Information Tech Charge:	65,500	66,800	66,800	50,100	80,500	13,700	21%
101-3005-98130	Park Equipment Maintena	200,000	350,000	350,000	262,500	450,000	100,000	29%
101-3005-98140	Facility & Fleet Maintenar	43,700	68,100	68,100	51,075	172,900	104,800	154%
	69 - Internal Service Charges Totals:	309,200	484,900	484,900	363,675	703,400	218,500	45%
3005 - Parks Maintenance Totals:		1,782,193	2,530,900	2,580,900	1,935,976	3,047,222	466,322	18%

Department : 3005 - Parks Maintenance

101-3005-50101	Permanent Full Time	251,022.00
-----------------------	----------------------------	-------------------

50% - Facilities Deputy Director (50% Public Buildings)
 50% - Parks/L&L Foreman (50% Lighting & Landscape Fund)
 50% - Maintenance Worker II (50% Lighting & Landscape Fund)
 50% - Maintenance Worker I (3 total, 50% Lighting & Landscape Fund)
 50% - Management Analyst (50% Lighting & Landscape Fund)

101-3005-60112	Landscape Contract	660,000.00
-----------------------	---------------------------	-------------------

Landscape contract services for all City Parks including the SilverRock event site and X-Park

101-3005-60184	Fritz Burns Pool Maintenance	66,000.00
-----------------------	-------------------------------------	------------------

Pool maintenance services

101-3005-60320	Travel & Training	5,000.00
-----------------------	------------------------------	-----------------

Aquatic facility operator course
 Maintenance agreement school
 Playground certifications

101-3005-60351	Membership Dues	1,000.00
-----------------------	------------------------	-----------------

CA Parks & Recreation Association (CPRS)
 National Park & Recreation Association (NPRA)

Amount

500
 500

101-3005-60691	Maintenance/Services	300,000.00
-----------------------	-----------------------------	-------------------

Landscape renovations, electrical and fence repairs, painting, tree removal and other landscape related maintenance and repairs

101-3005-98130	Park Equipment Maintenance	450,000.00
-----------------------	-----------------------------------	-------------------

Funds are transferred to the Park Equipment & Facility Internal Service Fund for park equipment replacements

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
3008 - Public Buildings								
50 - Salaries and Benefits								
101-3008-50101	Permanent Full Time	323,614	346,800	346,800	297,233	369,852	23,052	7%
101-3008-50105	Salaries - Overtime	213	0	0	344	0	0	0%
101-3008-50106	Standby	9,423	6,000	6,000	7,834	8,000	2,000	33%
101-3008-50107	Standby Overtime	10,057	4,400	4,400	13,605	15,000	10,600	241%
101-3008-50150	Other Compensation	482	500	500	403	500	0	0%
101-3008-50200	PERS-City Portion	28,622	31,100	31,100	25,753	31,700	600	2%
101-3008-50221	Medical Insurance	70,832	94,100	94,100	64,551	111,400	17,300	18%
101-3008-50222	Vision Insurance	1,289	0	0	1,037	0	0	0%
101-3008-50223	Dental Insurance	4,743	0	0	4,353	0	0	0%
101-3008-50224	Life Insurance	157	0	0	196	0	0	0%
101-3008-50225	Long Term Disability	1,513	2,100	2,100	1,628	1,900	(200)	-10%
101-3008-50230	Workers Comp Insurance	9,100	9,400	9,400	7,050	9,400	0	0%
101-3008-50240	Social Security-Medicare	5,039	5,200	5,200	4,662	5,300	100	2%
50 - Salaries and Benefits Totals:		465,083	499,600	499,600	428,649	553,052	53,452	11%
60 - Contract Services								
101-3008-60115	Janitorial	143,822	192,500	192,500	117,330	215,000	22,500	12%
101-3008-60116	Pest Control	6,572	9,000	9,000	5,129	9,000	0	0%
101-3008-60123	Security & Alarm	3,630	8,000	8,000	7,158	12,000	4,000	50%
101-3008-60196	Annual Permits/Inspectio	5,184	6,000	6,000	3,895	6,000	0	0%
60 - Contract Services Totals:		159,208	215,500	215,500	133,512	242,000	26,500	12%
62 - Maintenance & Operations								
101-3008-60320	Travel & Training	325	1,000	1,000	85	2,000	1,000	100%
101-3008-60427	Safety Gear	857	1,000	1,000	935	1,200	200	20%
101-3008-60431	Materials/Supplies	31,070	35,000	35,000	26,890	35,000	0	0%
101-3008-60432	Tools/Equipment	8,383	8,000	8,000	1,792	8,000	0	0%
101-3008-60481	Office Supplies	0	500	500	385	500	0	0%
101-3008-60664	Fire Extinguisher	647	0	0	0	0	0	0%
101-3008-60667	HVAC	40,820	70,000	70,000	68,787	70,000	0	0%
101-3008-60690	Uniforms	989	1,500	1,500	1,460	1,700	200	13%
101-3008-60691	Maintenance/Services	30,967	60,000	60,000	38,326	60,000	0	0%
101-3008-61702	Facility Rent	1,100	1,100	1,100	0	1,100	0	0%
62 - Maintenance & Operations Totals:		115,158	178,100	178,100	138,659	179,500	1,400	1%
66 - Utilities								
101-3008-61100	Gas - Utilities	5,139	7,000	7,000	9,066	8,500	1,500	21%
101-3008-61101	Electricity - Utilities	131,862	140,000	140,000	146,851	140,000	0	0%
101-3008-61200	Water - Utilities	8,363	9,000	9,000	7,776	10,000	1,000	11%
66 - Utilities Totals:		145,363	156,000	156,000	163,694	158,500	2,500	2%
69 - Internal Service Charges								
101-3008-91842	Liability Insurance & Clair	62,000	67,000	67,000	50,250	67,000	0	0%
101-3008-98110	Information Tech Charge:	84,300	85,800	85,800	64,350	103,500	17,700	21%
101-3008-98140	Facility & Fleet Maintenanr	88,700	119,200	119,200	89,400	86,500	(32,700)	-27%
69 - Internal Service Charges Totals:		235,000	272,000	272,000	204,000	257,000	(15,000)	-6%

[Click Here to Return to Agenda](#)

CITY OF LA QUINTA

GENERAL FUND EXPENSE DETAILS

FY 2022/23 PROPOSED BUDGET

	2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
3008 - Public Buildings Totals:	1,119,812	1,321,200	1,321,200	1,068,515	1,390,052	68,852	5%

Department : 3008 - Public Buildings

101-3008-50101 Permanent Full Time 369,852.00

- 50% - Facilities Deputy Director (50% Parks Maintenance)
- 100% - Management Analyst
- 100% - Maintenance and Operations Technician
- 100% - Maintenance and Operations Coordinator
- 100% - Maintenance Worker I

101-3008-60115 Janitorial 215,000.00

Janitorial services for all public buildings including parks

101-3008-60320 Travel & Training 2,000.00

HVAC training

101-3008-60667 HVAC 70,000.00

For all public buildings including City Hall, Fritz Burns Pool, La Quinta Park, Maintenance Yard, Public Works Office, Sports Complex, and Wellness Center

101-3008-60691 Maintenance/Services 60,000.00

Public building repairs and maintenance

101-3008-61702 Facility Rent 1,100.00

Finance Authority requires an annual State Controller's Report. The 1996 Civic Center Bond was paid off in October 2018.

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

	2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
7001 - Public Works Administration							
50 - Salaries and Benefits							
101-7001-50101	Permanent Full Time	325,360	368,800	368,800	282,890	390,762	21,962 6%
101-7001-50150	Other Compensation	1,772	500	500	1,226	500	0 0%
101-7001-50200	PERS-City Portion	31,836	36,400	36,400	27,727	37,000	600 2%
101-7001-50221	Medical Insurance	52,456	83,700	83,700	49,796	99,000	15,300 18%
101-7001-50222	Vision Insurance	1,003	0	0	781	0	0 0%
101-7001-50223	Dental Insurance	5,901	0	0	3,572	0	0 0%
101-7001-50224	Life Insurance	227	0	0	207	0	0 0%
101-7001-50225	Long Term Disability	1,302	1,800	1,800	1,463	2,100	300 17%
101-7001-50230	Workers Comp Insurance	8,100	8,400	8,400	6,300	8,400	0 0%
101-7001-50240	Social Security-Medicare	4,761	5,500	5,500	4,138	5,600	100 2%
50 - Salaries and Benefits Totals:		432,718	505,100	505,100	378,100	543,362	38,262 8%
60 - Contract Services							
101-7001-60104	Consultants	1,254	150,000	150,000	0	150,000	0 0%
60 - Contract Services Totals:		1,254	150,000	150,000	0	150,000	0 0%
62 - Maintenance & Operations							
101-7001-60320	Travel & Training	0	5,000	5,000	2,227	5,000	0 0%
101-7001-60351	Membership Dues	0	500	500	1,350	1,500	1,000 200%
101-7001-60400	Office Supplies	553	2,000	2,000	536	2,000	0 0%
101-7001-60420	Operating Supplies	41	1,000	1,000	271	1,000	0 0%
62 - Maintenance & Operations Totals:		594	8,500	8,500	4,384	9,500	1,000 12%
69 - Internal Service Charges							
101-7001-98110	Information Tech Charge:	74,900	76,300	76,300	57,225	92,000	15,700 21%
69 - Internal Service Charges Totals:		74,900	76,300	76,300	57,225	92,000	15,700 21%
001 - Public Works Administration Totals:		509,466	739,900	739,900	439,709	794,862	54,962 7%

Department : 7001 - Public Works Administration

101-7001-50101	Permanent Full Time	390,762.00
-----------------------	----------------------------	-------------------

100% - Public Works Director/City Engineer
100% - Management Analyst
100% - Management Assistant
100% - Administrative Assistant

101-7001-60104	Consultants	150,000.00
-----------------------	--------------------	-------------------

Professional services and on-call electrical services

101-7001-60320	Travel & Training	5,000.00
-----------------------	------------------------------	-----------------

Certification trainings

101-7001-60351	Membership Dues	1,500.00
-----------------------	------------------------	-----------------

American Public Works Association (APWA)
American Traffic Safety Services Association (ATSSA)

	2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
	Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
7002 - Public Works Development Service							
50 - Salaries and Benefits							
101-7002-50101	Permanent Full Time	111,301	118,100	118,100	101,909	125,460	7,360 6%
101-7002-50150	Other Compensation	482	0	0	403	0	0 0%
101-7002-50200	PERS-City Portion	13,752	14,700	14,700	12,433	15,100	400 3%
101-7002-50221	Medical Insurance	11,990	21,000	21,000	6,377	24,800	3,800 18%
101-7002-50222	Vision Insurance	103	0	0	39	0	0 0%
101-7002-50223	Dental Insurance	620	0	0	235	0	0 0%
101-7002-50224	Life Insurance	35	0	0	44	0	0 0%
101-7002-50225	Long Term Disability	496	600	600	542	800	200 33%
101-7002-50230	Workers Comp Insurance	2,100	2,100	2,100	1,575	2,100	0 0%
101-7002-50240	Social Security-Medicare	1,614	1,800	1,800	1,505	1,800	0 0%
50 - Salaries and Benefits Totals:		142,493	158,300	158,300	125,062	170,060	11,760 7%
60 - Contract Services							
101-7002-60103	Professional Services	55,100	85,000	85,000	16,996	95,000	10,000 12%
101-7002-60104	Consultants	3,500	5,000	5,000	3,500	5,000	0 0%
101-7002-60183	Map/Plan Checking	104,358	110,000	125,000	71,488	150,000	25,000 20%
60 - Contract Services Totals:		162,958	200,000	215,000	91,984	250,000	35,000 16%
62 - Maintenance & Operations							
101-7002-60320	Travel & Training	0	1,000	1,000	0	1,000	0 0%
101-7002-60351	Membership Dues	0	500	500	0	500	0 0%
101-7002-60420	Operating Supplies	0	500	500	0	500	0 0%
101-7002-60450	Advertising	1,044	700	2,700	1,960	3,000	300 11%
62 - Maintenance & Operations Totals:		1,044	2,700	4,700	1,960	5,000	300 6%
69 - Internal Service Charges							
101-7002-98110	Information Tech Charge:	18,800	19,100	19,100	14,325	23,000	3,900 20%
101-7002-98140	Facility & Fleet Maintenanar	29,600	51,100	51,100	38,325	64,900	13,800 27%
69 - Internal Service Charges Totals:		48,400	70,200	70,200	52,650	87,900	17,700 25%
Public Works Development Services Totals:		354,895	431,200	448,200	271,656	512,960	64,760 14%

Department : 7002 - Public Works Development Services

101-7002-50101	Permanent Full Time	125,460.00
-----------------------	----------------------------	-------------------

100% - Associate Engineer

101-7002-60103	Professional Services	95,000.00
-----------------------	------------------------------	------------------

National Pollution Discharge Elimination Systems
Stormwater Commercial/Restaurant State Mandate

Amount	65,000
	30,000

101-7002-60104	Consultants	5,000.00
-----------------------	--------------------	-----------------

Project consulting services

Amount	5,000
---------------	-------

101-7002-60183	Map/Plan Checking	150,000.00
-----------------------	--------------------------	-------------------

On-call map checking and engineering civil plan check services

101-7002-60320	Travel & Training	1,000.00
-----------------------	------------------------------	-----------------

For various training events including: Desert Valley Builders Association meetings, American Public Works Association, professional engineering review courses, and water quality/flood seminars

101-7002-60351	Membership Dues	500.00
-----------------------	------------------------	---------------

Board of Civil Engineers license
Other professional organizations

Amount	300
	200

101-7002-60450	Advertising	3,000.00
-----------------------	--------------------	-----------------

Public hearing notices

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
7003 - Streets							
50 - Salaries and Benefits							
101-7003-50101 Permanent Full Time	207,493	223,200	223,200	161,913	248,268	25,068	11%
101-7003-50105 Salaries - Overtime	23	0	0	547	0	0	0%
101-7003-50106 Standby	7,585	7,000	7,000	5,722	9,000	2,000	29%
101-7003-50107 Standby Overtime	90	2,700	2,700	2,766	1,000	(1,700)	-63%
101-7003-50150 Other Compensation	906	1,000	1,000	403	500	(500)	-50%
101-7003-50200 PERS-City Portion	19,990	22,100	22,100	15,791	18,200	(3,900)	-18%
101-7003-50221 Medical Insurance	44,425	62,800	62,800	32,212	74,300	11,500	18%
101-7003-50222 Vision Insurance	560	0	0	360	0	0	0%
101-7003-50223 Dental Insurance	2,444	0	0	2,041	0	0	0%
101-7003-50224 Life Insurance	101	0	0	116	0	0	0%
101-7003-50225 Long Term Disability	947	1,300	1,300	874	1,600	300	23%
101-7003-50230 Workers Comp Insurance	6,100	6,300	6,300	4,725	6,300	0	0%
101-7003-50240 Social Security-Medicare	3,120	2,000	2,000	2,473	3,600	1,600	80%
50 - Salaries and Benefits Totals:	293,784	328,400	328,400	229,943	362,768	34,368	10%
60 - Contract Services							
101-7003-60103 Professional Services	45,650	70,000	70,000	0	250,000	180,000	257%
101-7003-60120 Street Cleaning/Accidents	12,739	10,000	10,000	7,849	10,000	0	0%
60 - Contract Services Totals:	58,389	80,000	80,000	7,849	260,000	180,000	225%
62 - Maintenance & Operations							
101-7003-60320 Travel & Training	2,450	4,000	6,000	465	10,000	4,000	67%
101-7003-60351 Membership Dues	400	500	500	412	500	0	0%
101-7003-60400 Office Supplies	282	500	500	59	500	0	0%
101-7003-60420 Operating Supplies	7,669	6,000	6,000	8,941	10,000	4,000	67%
101-7003-60432 Tools/Equipment	6,568	15,000	15,000	12,649	37,000	22,000	147%
62 - Maintenance & Operations Totals:	17,369	26,000	28,000	22,527	58,000	30,000	107%
64 - Other Expenses							
101-7003-60510 Signal Knockdowns, Cont	0	5,000	5,000	0	5,000	0	0%
64 - Other Expenses Totals:	0	5,000	5,000	0	5,000	0	0%
68 - Capital Expenses							
101-7003-80100 Machinery & Equipment	11,257	0	0	0	0	0	0%
68 - Capital Expenses Totals:	11,257	0	0	0	0	0	0%
69 - Internal Service Charges							
101-7003-98110 Information Tech Charge:	56,200	57,200	57,200	42,900	69,000	11,800	21%
69 - Internal Service Charges Totals:	56,200	57,200	57,200	42,900	69,000	11,800	21%
7003 - Streets Totals:	437,000	496,600	498,600	303,219	754,768	256,168	51%

Department : 7003 - Streets

101-7003-50101	Permanent Full Time	248,268.00
-----------------------	----------------------------	-------------------

100% - Traffic Operations Analyst
 100% - Traffic Signal Technician (2)

101-7003-60103	Professional Services	250,000.00
-----------------------	------------------------------	-------------------

Street division support services and unanticipated repairs such as sidewalks, sinkholes, asphalt, and drainage channels.

101-7003-60320	Travel & Training	10,000.00
-----------------------	------------------------------	------------------

Onsite hearing tests and American Traffic Safety Services Association Class B commercial and equipment operator certification

101-7003-60351	Membership Dues	500.00
-----------------------	------------------------	---------------

CA Park and Recreations
 American Traffic Safety Services Association (ATSSA)

101-7003-60510	Signal Knockdowns, Contingen	5,000.00
-----------------------	-------------------------------------	-----------------

For traffic signal repairs due to accidents

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
7006 - Engineering Services								
50 - Salaries and Benefits								
101-7006-50101	Permanent Full Time	220,144	232,800	232,800	201,072	237,456	4,656	2%
101-7006-50105	Salaries - Overtime	663	0	0	0	0	0	0%
101-7006-50106	Standby	9,012	9,000	9,000	7,210	9,000	0	0%
101-7006-50107	Standby Overtime	0	1,000	1,000	0	1,000	0	0%
101-7006-50150	Other Compensation	533	500	500	403	500	0	0%
101-7006-50200	PERS-City Portion	16,591	18,000	18,000	14,944	18,000	0	0%
101-7006-50221	Medical Insurance	37,980	62,800	62,800	38,441	74,300	11,500	18%
101-7006-50222	Vision Insurance	593	0	0	507	0	0	0%
101-7006-50223	Dental Insurance	3,883	0	0	3,029	0	0	0%
101-7006-50224	Life Insurance	105	0	0	130	0	0	0%
101-7006-50225	Long Term Disability	1,025	1,400	1,400	1,103	1,400	0	0%
101-7006-50230	Workers Comp Insurance	6,100	6,300	6,300	4,725	6,300	0	0%
101-7006-50240	Social Security-Medicare	3,376	3,500	3,500	3,056	3,500	0	0%
50 - Salaries and Benefits Totals:		300,006	335,300	335,300	274,621	351,456	16,156	5%
60 - Contract Services								
101-7006-60103	Professional Services	16,499	10,000	25,000	12,258	210,000	185,000	740%
101-7006-60104	Consultants	21,088	60,000	60,000	12,798	60,000	0	0%
101-7006-60144	Contract Traffic Engineer	121,694	200,000	200,000	88,055	200,000	0	0%
101-7006-60145	Traffic Counts/Studies	0	20,000	20,000	0	20,000	0	0%
101-7006-60146	PM 10 - Dust Control	117,430	70,000	70,000	5,649	100,000	30,000	43%
60 - Contract Services Totals:		276,711	360,000	375,000	118,759	590,000	215,000	57%
62 - Maintenance & Operations								
101-7006-60320	Travel & Training	4,338	5,000	5,000	2,268	5,000	0	0%
101-7006-60351	Membership Dues	0	1,100	1,100	475	1,100	0	0%
101-7006-60352	Subscriptions & Publicatic	0	200	200	0	200	0	0%
101-7006-60420	Operating Supplies	1,013	1,000	2,000	1,736	1,000	(1,000)	-50%
101-7006-60427	Safety Gear	729	1,000	1,000	884	1,000	0	0%
101-7006-60690	Uniforms	1,739	1,000	1,000	1,231	2,000	1,000	100%
62 - Maintenance & Operations Totals:		7,820	9,300	10,300	6,594	10,300	0	0%
64 - Other Expenses								
101-7006-60480	Contributions to Other Ac	0	0	324,100	0	0	(324,100)	-100%
64 - Other Expenses Totals:		0	0	324,100	0	0	(324,100)	-100%
69 - Internal Service Charges								
101-7006-98110	Information Tech Charge:	56,200	57,200	57,200	42,900	69,000	11,800	21%
69 - Internal Service Charges Totals:		56,200	57,200	57,200	42,900	69,000	11,800	21%
7006 - Engineering Services Totals:		640,737	761,800	1,101,900	442,873	1,020,756	(81,144)	-7%

Department : 7006 - Engineering Services

101-7006-50101 Permanent Full Time 237,456.00

100% - Assistant Construction Manager
100% - Construction Inspector (2)

101-7006-60103 Professional Services 210,000.00

Replacement of street name signs

101-7006-60104 Consultants 60,000.00

Project design services

Amount 60,000

101-7006-60146 PM 10 - Dust Control 100,000.00

Vacant city land dust control - near SilverRock and on Highway 111 next to the Marriott Hotel

101-7006-60320 Travel & Training 5,000.00

Amount
Coachella Valley APWA meetings 300
Geographic Information Systems training 2,000
International Signal Association cert training 1,000
National Pollutant Discharge Elimination System 1,700

101-7006-60351 Membership Dues 1,100.00

Amount
American Public Works Association (APWA) 500
American Society of Civil Engineers (ASCE) 300
Institute of Transportation Engineers (ITE) 300

101-7006-60352 Subscriptions & Publications 200.00

Subdivision map act books

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
6001 - Design & Development Administration								
50 - Salaries and Benefits								
101-6001-50101	Permanent Full Time	294,856	274,400	274,400	269,650	286,824	12,424	5%
101-6001-50105	Salaries - Overtime	34	0	0	0	0	0	0%
101-6001-50110	Commissions & Boards	6,500	8,400	8,400	8,300	8,400	0	0%
101-6001-50150	Other Compensation	880	500	500	1,208	500	0	0%
101-6001-50200	PERS-City Portion	23,372	25,500	25,500	24,130	25,700	200	1%
101-6001-50221	Medical Insurance	50,988	62,800	62,800	60,701	74,300	11,500	18%
101-6001-50222	Vision Insurance	573	0	0	622	0	0	0%
101-6001-50223	Dental Insurance	3,164	0	0	2,589	0	0	0%
101-6001-50224	Life Insurance	148	0	0	194	0	0	0%
101-6001-50225	Long Term Disability	942	1,300	1,300	1,383	1,600	300	23%
101-6001-50230	Workers Comp Insurance	6,100	6,300	6,300	4,725	6,300	0	0%
101-6001-50240	Social Security-Medicare	4,370	4,300	4,300	4,030	4,400	100	2%
101-6001-50241	Social Security-FICA	391	0	0	477	0	0	0%
50 - Salaries and Benefits Totals:		392,319	383,500	383,500	378,010	408,024	24,524	6%
60 - Contract Services								
101-6001-60104	Consultants	0	10,000	10,000	0	10,000	0	0%
101-6001-60122	Credit Card Fees	130,192	110,000	150,000	144,514	150,000	0	0%
60 - Contract Services Totals:		130,192	120,000	160,000	144,514	160,000	0	0%
62 - Maintenance & Operations								
101-6001-60320	Travel & Training	0	4,000	4,000	280	5,000	1,000	25%
101-6001-60351	Membership Dues	130	200	200	440	600	400	200%
101-6001-60352	Subscriptions & Publicatic	570	700	700	100	700	0	0%
101-6001-60400	Office Supplies	648	3,000	3,000	106	3,000	0	0%
101-6001-60410	Printing	0	400	400	0	400	0	0%
101-6001-60420	Operating Supplies	405	1,000	1,000	421	1,000	0	0%
101-6001-60450	Advertising	0	1,000	1,000	840	1,000	0	0%
62 - Maintenance & Operations Totals:		1,753	10,300	10,300	2,186	11,700	1,400	14%
69 - Internal Service Charges								
101-6001-98110	Information Tech Charge:	56,200	57,200	57,200	42,900	69,000	11,800	21%
101-6001-98140	Facility & Fleet Maintenar	59,100	85,200	85,200	63,900	108,100	22,900	27%
69 - Internal Service Charges Totals:		115,300	142,400	142,400	106,800	177,100	34,700	24%
Design & Development Administration Totals:		639,565	656,200	696,200	631,510	756,824	60,624	9%

Department : 6001 - Design & Development Administration

101-6001-50101	Permanent Full Time	286,824.00
-----------------------	----------------------------	-------------------

100% - Design & Development Director
 100% - Administrative Assistant
 100% - Administrative Technician

101-6001-60104	Consultants	10,000.00
-----------------------	--------------------	------------------

Disadvantaged Business Enterprise Program
 Studies and predesign for projects

Amount
 5,000
 5,000

101-6001-60320	Travel & Training	5,000.00
-----------------------	------------------------------	-----------------

American Planning Association (APA) Conference
 Staff professional development

Amount
 2,500
 2,500

101-6001-60351	Membership Dues	600.00
-----------------------	------------------------	---------------

American Public Works Association (APWA)

Amount
 600

101-6001-60352	Subscriptions & Publications	700.00
-----------------------	---	---------------

The Desert Sun

101-6001-60410	Printing	400.00
-----------------------	-----------------	---------------

Materials for community events

101-6001-60450	Advertising	1,000.00
-----------------------	--------------------	-----------------

Public noticing requirements

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
6002 - Planning							
50 - Salaries and Benefits							
101-6002-50101 Permanent Full Time	274,407	294,800	294,800	251,395	317,730	22,930	8%
101-6002-50150 Other Compensation	1,445	0	0	1,208	0	0	0%
101-6002-50200 PERS-City Portion	21,097	22,800	22,800	19,048	23,300	500	2%
101-6002-50221 Medical Insurance	43,730	62,800	62,800	33,932	74,300	11,500	18%
101-6002-50222 Vision Insurance	582	0	0	470	0	0	0%
101-6002-50223 Dental Insurance	2,896	0	0	1,774	0	0	0%
101-6002-50224 Life Insurance	105	0	0	130	0	0	0%
101-6002-50225 Long Term Disability	1,270	1,700	1,700	1,381	2,000	300	18%
101-6002-50230 Workers Comp Insurance	6,100	6,300	6,300	4,725	6,300	0	0%
101-6002-50240 Social Security-Medicare	3,979	4,400	4,400	3,672	4,600	200	5%
50 - Salaries and Benefits Totals:	355,610	392,800	392,800	317,737	428,230	35,430	9%
60 - Contract Services							
101-6002-60103 Professional Services	76,097	210,000	210,000	13,842	160,000	(50,000)	-24%
101-6002-60125 Temporary Agency Service	17,050	0	0	49,822	65,000	65,000	0%
60 - Contract Services Totals:	93,147	210,000	210,000	63,664	225,000	15,000	7%
62 - Maintenance & Operations							
101-6002-60320 Travel & Training	3,437	8,000	8,000	852	14,000	6,000	75%
101-6002-60351 Membership Dues	375	500	500	375	500	0	0%
101-6002-60352 Subscriptions & Publications	0	100	100	299	100	0	0%
101-6002-60450 Advertising	11,314	10,000	10,000	6,902	8,000	(2,000)	-20%
62 - Maintenance & Operations Totals:	15,126	18,600	18,600	8,428	22,600	4,000	22%
69 - Internal Service Charges							
101-6002-98110 Information Tech Charge:	56,200	57,200	57,200	42,900	69,000	11,800	21%
69 - Internal Service Charges Totals:	56,200	57,200	57,200	42,900	69,000	11,800	21%
6002 - Planning Totals:	520,082	678,600	678,600	432,729	744,830	66,230	10%

Department : 6002 - Planning

101-6002-50101	Permanent Full Time	317,730.00
-----------------------	----------------------------	-------------------

100% - Planning Manager
 100% - Senior Planner
 100% - Associate Planner

101-6002-60103	Professional Services	160,000.00
-----------------------	------------------------------	-------------------

Professional planning
 Environmental services
 Specific plan amendments
 GIS consulting services
 Historical Survey

101-6002-60125	Temporary Agency Services	65,000.00
-----------------------	----------------------------------	------------------

101-6002-60320	Travel & Training	14,000.00
-----------------------	------------------------------	------------------

American Planning Association (APA) Conference
 Planning Commissioners Academy- League of Cities
 Staff professional development

Amount	6,000
	6,000
	2,000

101-6002-60351	Membership Dues	500.00
-----------------------	------------------------	---------------

American Planning Association (APA)

Amount	500
---------------	-----

101-6002-60352	Subscriptions & Publications	100.00
-----------------------	---	---------------

International Cost Engineering Council - CEQA books

101-6002-60450	Advertising	8,000.00
-----------------------	--------------------	-----------------

Planning hearing notices
 Outreach workshops

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
6003 - Building								
50 - Salaries and Benefits								
101-6003-50101	Permanent Full Time	318,855	388,500	413,500	308,343	492,762	79,262	19%
101-6003-50105	Salaries - Overtime	2,255	10,000	10,000	6,453	15,000	5,000	50%
101-6003-50150	Other Compensation	1,926	2,000	2,000	1,611	2,900	900	45%
101-6003-50200	PERS-City Portion	28,730	35,000	35,000	27,158	41,500	6,500	19%
101-6003-50221	Medical Insurance	74,943	104,600	104,600	72,947	148,500	43,900	42%
101-6003-50222	Vision Insurance	1,103	0	0	887	0	0	0%
101-6003-50223	Dental Insurance	4,289	0	0	4,262	0	0	0%
101-6003-50224	Life Insurance	148	0	0	187	0	0	0%
101-6003-50225	Long Term Disability	1,481	2,400	2,400	1,666	3,100	700	29%
101-6003-50230	Workers Comp Insurance	10,100	10,500	10,500	7,875	12,500	2,000	19%
101-6003-50240	Social Security-Medicare	5,159	5,800	5,800	4,838	7,100	1,300	22%
101-6003-50241	Social Security-FICA	2,151	0	0	1,170	0	0	0%
101-6003-50251	Temporary	34,688	50,000	50,000	18,866	0	(50,000)	-100%
50 - Salaries and Benefits Totals:		485,828	608,800	633,800	456,261	723,362	89,562	14%
60 - Contract Services								
101-6003-60118	Plan Checks	92,067	140,000	290,000	147,278	290,000	0	0%
60 - Contract Services Totals:		92,067	140,000	290,000	147,278	290,000	0	0%
62 - Maintenance & Operations								
101-6003-60320	Travel & Training	629	3,000	3,000	1,681	3,000	0	0%
101-6003-60351	Membership Dues	215	700	700	215	700	0	0%
101-6003-60352	Subscriptions & Publicatic	100	200	200	0	3,000	2,800	1,400%
101-6003-60420	Operating Supplies	0	600	600	0	600	0	0%
101-6003-60425	Supplies - Field	37	1,000	1,000	0	1,000	0	0%
101-6003-60690	Uniforms	1,121	2,000	2,000	282	2,000	0	0%
62 - Maintenance & Operations Totals:		2,102	7,500	7,500	2,178	10,300	2,800	37%
69 - Internal Service Charges								
101-6003-98110	Information Tech Charge:	93,600	95,400	95,400	71,550	138,000	42,600	45%
101-6003-98140	Facility & Fleet Maintenar	44,400	68,100	68,100	51,075	129,700	61,600	90%
69 - Internal Service Charges Totals:		138,000	163,500	163,500	122,625	267,700	104,200	64%
6003 - Building Totals:		717,997	919,800	1,094,800	728,342	1,291,362	196,562	18%

Department : 6003 - Building

101-6003-50101 Permanent Full Time 492,762.00

- 100% - Building Official
- 100% - Senior Building Inspector/Plans Examiner (New in FY 22/23)
- 100% - Building Inspector II (2)
- 100% - Building Inspector I
- 100% - Plans Examiner

101-6003-60118 Plan Checks 290,000.00

Consulting services as needed to support plan check review services

101-6003-60320 Travel & Training 3,000.00

CA Building Officials (CALBO)
International Code Council certifications

101-6003-60351 Membership Dues 700.00

CA Building Officials (CALBO)
International Association of Plumbing and Mechanical Officials (IAPMO)

101-6003-60352 Subscriptions & Publications 3,000.00

Updated California Building Code books and other professional subscriptions

		2020/21	2021/22	2021/22	2021/22	2022/23	22/23 vs.	% Change
		Actuals	Original Budget	Current Budget	YTD Activity*	Proposed Budget	Current 21/22	in Budget
6006 - The Hub								
50 - Salaries and Benefits								
101-6006-50101	Permanent Full Time	409,886	477,700	517,700	343,802	570,282	52,582	10%
101-6006-50102	Salaries - Part Time	0	0	0	24,841	71,500	71,500	0%
101-6006-50105	Salaries - Overtime	53	0	0	0	0	0	0%
101-6006-50150	Other Compensation	2,752	0	0	2,014	0	0	0%
101-6006-50200	PERS-City Portion	37,299	42,800	42,800	32,999	48,200	5,400	13%
101-6006-50221	Medical Insurance	100,302	146,400	146,400	81,313	198,000	51,600	35%
101-6006-50222	Vision Insurance	1,460	0	0	1,042	0	0	0%
101-6006-50223	Dental Insurance	6,578	0	0	4,971	0	0	0%
101-6006-50224	Life Insurance	213	0	0	231	0	0	0%
101-6006-50225	Long Term Disability	1,911	2,700	2,700	1,881	3,600	900	33%
101-6006-50230	Workers Comp Insurance	14,100	14,700	14,700	11,025	16,700	2,000	14%
101-6006-50240	Social Security-Medicare	5,944	7,000	7,000	5,345	8,100	1,100	16%
50 - Salaries and Benefits Totals:		580,499	691,300	731,300	509,464	916,382	185,082	25%
60 - Contract Services								
101-6006-60103	Professional Services	58,440	100,000	110,000	44,945	70,000	(40,000)	-36%
101-6006-60125	Temporary Agency Serv	55,587	50,000	50,000	35,441	60,000	10,000	20%
60 - Contract Services Totals:		114,027	150,000	160,000	80,386	130,000	(30,000)	-19%
62 - Maintenance & Operations								
101-6006-60137	Community Special Event	0	1,000	1,000	0	0	(1,000)	-100%
101-6006-60320	Travel & Training	25	2,000	2,000	952	2,000	0	0%
101-6006-60351	Membership Dues	125	200	200	150	200	0	0%
101-6006-60420	Operating Supplies	2,023	4,000	4,000	3,062	4,000	0	0%
101-6006-60450	Advertising	3,252	4,000	4,000	0	0	(4,000)	-100%
62 - Maintenance & Operations Totals:		5,426	11,200	11,200	4,164	6,200	(5,000)	-45%
69 - Internal Service Charges								
101-6006-98110	Information Tech Charge:	131,000	133,500	133,500	100,125	183,900	50,400	38%
69 - Internal Service Charges Totals:		131,000	133,500	133,500	100,125	183,900	50,400	38%
6006 - The Hub Totals:		830,952	986,000	1,036,000	694,139	1,236,482	200,482	19%

Department : 6006 - The Hub

101-6006-50101	Permanent Full Time	570,282.00
-----------------------	----------------------------	-------------------

100% - Hub Manager
 100% - Permit Technician (6, New Position in FY 22/23)
 100% - Administrative Assistant

101-6006-50102	Salaries - Part Time	71,500.00
-----------------------	-----------------------------	------------------

100% - Software Program Writer P/T

101-6006-60103	Professional Services	70,000.00
-----------------------	------------------------------	------------------

Permit software implementation consultant

101-6006-60125	Temporary Agency Services	60,000.00
-----------------------	----------------------------------	------------------

Temporary administrative assistant support to Design and Development with filing, scanning, back up receptionist duties and mailings

101-6006-60320	Travel & Training	2,000.00
-----------------------	------------------------------	-----------------

Permit Technician training

Amount	2,000
---------------	-------

101-6006-60351	Membership Dues	200.00
-----------------------	------------------------	---------------

TRAKiT membership

Amount	200
---------------	-----

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
1006 - Finance								
50 - Salaries and Benefits								
101-1006-50101	Permanent Full Time	738,310	764,900	764,900	569,557	817,530	52,630	7%
101-1006-50105	Salaries - Overtime	252	0	0	0	0	0	0%
101-1006-50110	Commissions & Boards	2,224	3,700	3,700	1,275	3,700	0	0%
101-1006-50150	Other Compensation	3,400	500	500	2,014	0	(500)	-100%
101-1006-50200	PERS-City Portion	63,688	69,600	69,600	49,748	69,700	100	0%
101-1006-50215	Other Fringe Benefits	1,874	2,400	2,400	0	0	(2,400)	-100%
101-1006-50221	Medical Insurance	136,120	186,100	186,100	118,617	220,300	34,200	18%
101-1006-50222	Vision Insurance	1,841	0	0	1,402	0	0	0%
101-1006-50223	Dental Insurance	7,657	0	0	5,452	0	0	0%
101-1006-50224	Life Insurance	295	0	0	300	0	0	0%
101-1006-50225	Long Term Disability	3,122	4,300	4,300	3,089	5,000	700	16%
101-1006-50230	Workers Comp Insurance	16,400	17,600	17,600	13,200	17,600	0	0%
101-1006-50240	Social Security-Medicare	10,767	11,300	11,300	8,277	11,700	400	4%
101-1006-50241	Social Security-FICA	138	0	0	79	0	0	0%
50 - Salaries and Benefits Totals:	986,090	1,060,400	1,060,400	773,009	1,145,530	85,130	8%	
60 - Contract Services								
101-1006-60102	Administration	13,006	20,000	20,000	10,796	20,000	0	0%
101-1006-60103	Professional Services	25,205	62,000	62,000	14,338	62,000	0	0%
101-1006-60104	Consultants	38,666	40,000	40,000	29,587	40,000	0	0%
101-1006-60106	Auditors	60,325	65,000	65,000	30,500	80,000	15,000	23%
101-1006-60122	Credit Card Fees	2,541	3,000	3,000	795	3,000	0	0%
60 - Contract Services Totals:	139,743	190,000	190,000	86,016	205,000	15,000	8%	
62 - Maintenance & Operations								
101-1006-60137	Community Engagement	0	1,500	1,500	0	1,500	0	0%
101-1006-60320	Travel & Training	3,300	10,000	10,000	3,533	25,000	15,000	150%
101-1006-60351	Membership Dues	2,930	3,000	3,000	2,510	3,500	500	17%
101-1006-60352	Subscriptions & Publicatic	2,150	2,200	2,200	1,295	2,200	0	0%
101-1006-60400	Office Supplies	1,059	2,500	2,500	993	2,500	0	0%
101-1006-60410	Printing	2,363	5,000	5,000	1,751	5,000	0	0%
101-1006-60420	Operating Supplies	120	0	0	0	0	0	0%
101-1006-60450	Advertising	0	1,000	1,000	0	1,000	0	0%
62 - Maintenance & Operations Totals:	11,922	25,200	25,200	10,081	40,700	15,500	62%	
69 - Internal Service Charges								
101-1006-98110	Information Tech Charge:	166,600	168,500	168,500	126,375	204,600	36,100	21%
69 - Internal Service Charges Totals:	166,600	168,500	168,500	126,375	204,600	36,100	21%	
1006 - Finance Totals:	1,304,355	1,444,100	1,444,100	995,481	1,595,830	151,730	11%	

Department : 1006 - Finance

101-1006-50101	Permanent Full Time	817,530.00
-----------------------	----------------------------	-------------------

- 90% - Finance Director (10% Housing Fund)
- 100% - Financial Services Analyst
- 100% - Accounting Manager
- 100% - Accountant
- 100% - Junior Accountant
- 100% - Account Technician (3)
- 100% - Management Assistant

101-1006-60102	Administration	20,000.00
-----------------------	-----------------------	------------------

- Bank service fees
- Fiscal custodian fees

101-1006-60103	Professional Services	62,000.00
-----------------------	------------------------------	------------------

- | | | |
|---|---------------|--------|
| | Amount | |
| Annual Budget-at-a-Glance | | 4,000 |
| Armored Car Services | | 3,000 |
| Financial Advisory Commission Subcommittee Supp | | 5,000 |
| OPEB annual third-party valuation, retiree health | | 6,000 |
| Pension Plan Review Consulting Services | | 10,000 |
| Professional accounting support | | 20,000 |
| State Controller's Report - Citywide | | 4,000 |
| Third party audits & policy verifications | | 10,000 |

101-1006-60104	Consultants	40,000.00
-----------------------	--------------------	------------------

- | | | |
|-------------------------------|---------------|--------|
| | Amount | |
| Property tax revenue analysis | | 22,000 |
| Sales tax revenue analysis | | 18,000 |

101-1006-60137	Community Engagement	1,500.00
-----------------------	-----------------------------	-----------------

- Community workshop

101-1006-60320	Travel & Training	25,000.00
-----------------------	------------------------------	------------------

- | | | |
|--|---------------|--------|
| | Amount | |
| Annual GASB update training (4 employees) | | 2,000 |
| CSMFO annual conference | | 10,000 |
| Incode Training - Financial Software | | 4,000 |
| Various half-day classes: CSMFO, GFOA, CAPPO | 60 | 9,000 |

101-1006-60351 Membership Dues 3,500.00

CA Municipal Finance Officers Association (CSMFO)
CA Municipal Treasurer Association (CMTA)
Government Finance Officers Association (GFOA)
CA Assoc. of Public Procurement Officials (CAPPO)
UCLA Economic Forecast

101-1006-60352 Subscriptions & Publications 2,200.00

Annual Comprehensive Financial Report (ACFR) statistical data reports

101-1006-60410 Printing 5,000.00

Accounts Payable and Payroll checks
Budget and financial reports - covers and tabs
Financial Advisory Commission reports

101-1006-60450 Advertising 1,000.00

Newspaper advertisements for surplus sales and Request for Proposals

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget	
1007 - Central Services								
50 - Salaries and Benefits								
101-1007-50109	Vacation & Sick Leave Bu	104,946	150,000	150,000	118,900	150,000	0	0%
101-1007-50115	Contingency for Staffing	0	400,000	400,000	0	900,000	500,000	125%
101-1007-50117	PERS - Unfunded Pension	2,008,514	1,477,100	1,477,100	3,593,526	2,241,600	764,500	52%
101-1007-50180	Natural Disaster - FEMA	363	0	0	0	0	0	0%
101-1007-50240	Social Security-Medicare	1,522	0	0	1,724	0	0	0%
101-1007-50243	Employer Contrib Retiree	33,379	36,000	36,000	22,042	36,000	0	0%
101-1007-50244	State Unemployment Ins	43,827	100,000	100,000	11,991	25,000	(75,000)	-75%
50 - Salaries and Benefits Totals:		2,192,550	2,163,100	2,163,100	3,748,184	3,352,600	1,189,500	55%
62 - Maintenance & Operations								
101-1007-60351	Membership Dues	120	200	200	120	200	0	0%
101-1007-60401	Operating Supplies	121	1,000	1,000	0	1,000	0	0%
101-1007-60402	Forms, Copier Paper	3,160	5,000	5,000	1,994	5,000	0	0%
101-1007-60403	Citywide Supplies	2,942	8,000	8,000	6,852	8,000	0	0%
101-1007-60405	Miscellaneous Supplies	0	1,000	1,000	0	1,000	0	0%
101-1007-60470	Postage	19,044	25,000	25,000	13,596	25,000	0	0%
101-1007-60535	Sales Tax Reimbursemen	65,841	55,000	55,000	56,521	60,000	5,000	9%
101-1007-60536	TOT Resort Rebate Progr	50,000	100,000	250,000	50,000	100,000	(150,000)	-60%
101-1007-60661	Postage Machine	12,404	13,000	13,000	12,366	13,000	0	0%
101-1007-60663	Typewriters	379	0	0	227	0	0	0%
62 - Maintenance & Operations Totals:		154,011	208,200	358,200	141,676	213,200	(145,000)	-40%
64 - Other Expenses								
101-1007-60195	Coronavirus Expenses	40,291	0	0	0	0	0	0%
64 - Other Expenses Totals:		40,291	0	0	0	0	0	0%
68 - Capital Expenses								
101-1007-71050	Buildings	362,632	0	0	(5,400)	0	0	0%
101-1007-74010	Land Acquisition	9,128	410,000	613,322	604,525	20,000	(593,322)	-97%
68 - Capital Expenses Totals:		371,760	410,000	613,322	599,125	20,000	(593,322)	-97%
69 - Internal Service Charges								
101-1007-91842	Liability Insurance & Clair	460,000	529,000	529,000	396,750	529,000	0	0%
101-1007-91843	Property & Crime Insurar	22,200	25,500	25,500	19,125	25,500	0	0%
101-1007-91844	Earthquake Insurance	82,800	67,000	67,000	50,250	67,000	0	0%
101-1007-98110	Information Tech Charge:	93,600	95,400	95,400	71,550	115,000	19,600	21%
101-1007-98140	Facility & Fleet Maintenar	44,300	67,650	67,650	50,738	85,800	18,150	27%
69 - Internal Service Charges Totals:		702,900	784,550	784,550	588,412	822,300	37,750	5%
99 - Transfers Out								
101-1007-99900	Transfers Out	6,042,385	6,892,356	19,961,760	3,546,320	9,439,000	(10,522,760)	-53%
99 - Transfers Out Totals:		6,042,385	6,892,356	19,961,760	3,546,320	9,439,000	(10,522,760)	-53%
1007 - Central Services Totals:		9,503,897	10,458,206	23,880,932	8,623,718	13,847,100	(10,033,832)	-42%

Department : 1007 - Central Services

101-1007-50115	Contingency for Staffing	900,000.00
-----------------------	---------------------------------	-------------------

- Workforce flexibility
- Work within Class and Compensation structure
- Manage CalPERS increases
- Ensure job rates reflect market rates

101-1007-50117	PERS - Unfunded Pension Liabi	2,241,600.00
-----------------------	--------------------------------------	---------------------

Annual minimum CalPERS requirement to long-term pension liability. Based on valuation reports - inflation assumed at 2.5% with discount rate of 7%. Contribution per pension tier is as follows:

- Tier 1 - Classic \$1,220,000
- Tier 2 - \$2,600
- PEPRA Tier - \$19,000
- Additional Discretionary Payment- \$1,000,000

101-1007-50244	State Unemployment Insuranc	25,000.00
101-1007-60351	Membership Dues	200.00

Costco membership

101-1007-60535	Sales Tax Reimbursements	60,000.00
-----------------------	---------------------------------	------------------

Eight year sales tax sharing agreement approved on 9/9/2014 with One Eleven La Quinta LLC (Hobby Lobby). Quarterly payments of 50% of any sales tax generated by Hobby Lobby, not to exceed \$400,000 or 12/31/2022.

101-1007-60536	TOT Resort Rebate Program	100,000.00
-----------------------	----------------------------------	-------------------

To promote new tourism activities within the City and encourage citywide participation and innovation proposals; rebate for hotels collecting resort fees up to \$50,000 per proposal.

101-1007-74010	Land Acquisition	20,000.00
-----------------------	-------------------------	------------------

Engineering maps, property survey & title search services

101-1007-99900 Transfers Out 9,439,000.00

	Amount
Art in Public Places - Maintenance/Installation	50,000
CIP GF - City Hall Capacity Improvements	550,000
CIP GF - Citywide Drainage Improvements	477,000
CIP GF - Citywide PMP Street Improvements	1,500,000
CIP GF - La Quinta Skate Park Conversion	133,000
CIP GF - Sidewalk & ADA Ramp Improvements	75,000
Gas Tax Fund - Supplement Operations	100,000
Law Enforcement Fund - Deceased LQ Officers	2,000
LLD Fund - Supplement Maint. Operations	900,000
Measure G - ADA Transition Plan Update	150,000
Measure G - Hwy 111 Corridor Implementation	1,000,000
Measure G - La Quinta Skate Park Conversion	500,000
Measure G - LLD Median Improvements	500,000
Measure G - Phase II Camera System	1,797,000
Measure G - Smart Infrastructure Improv.Study	250,000
Measure G - Sports Complex Lighting Replacement	250,000
Measure G - Village Parking Lot	500,000
Measure G - Village Undergrounding Study	100,000
PARS Supplemental Pension Plan	5,000
SilverRock Resort	600,000

[Click Here to Return to Agenda](#)

THIS PAGE INTENTIONALLY LEFT BLANK

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
501 - FACILITY & FLEET REPLACEMENT							
0000 - Undesignated							
60 - Contract Services							
501-0000-60213 Interest Expense	26,948	0	0	0	0	0	0%
60 - Contract Services Totals:	26,948	0	0	0	0	0	0%
62 - Maintenance & Operations							
501-0000-60674 Fuel & Oil	80,734	70,000	70,000	85,915	90,000	20,000	29%
501-0000-60675 Parts, Accessories, and U	8,220	10,000	15,000	13,936	25,000	10,000	67%
501-0000-60676 Vehicle Repair & Mainten	18,432	35,000	45,000	37,848	55,000	10,000	22%
501-0000-60678 Street Sweeper	1,040	5,000	5,000	200	10,000	5,000	100%
501-0000-60679 Motorcycle Repair & Main	7,810	10,000	10,000	6,255	10,000	0	0%
62 - Maintenance & Operations Totals:	116,236	130,000	145,000	144,155	190,000	45,000	31%
63 - Insurance							
501-0000-91843 Property & Crime Insuran	12,500	13,750	13,750	10,312	13,750	0	0%
63 - Insurance Totals:	12,500	13,750	13,750	10,312	13,750	0	0%
68 - Capital Expenses							
501-0000-71020 Furniture	11,014	5,000	5,000	11,462	25,000	20,000	400%
501-0000-71030 Vehicles, Rentals & Lease	14,974	100,000	100,000	179,083	180,000	80,000	80%
501-0000-71031 Vehicles, Purchased	0	600,000	600,000	362,912	400,000	(200,000)	-33%
501-0000-71032 Building Leases	0	40,000	40,000	33,974	40,000	0	0%
501-0000-71103 City Bldg Repl/Repair	70,094	50,000	50,000	40,472	230,000	180,000	360%
501-0000-71110 Depreciation Expense	2,002	0	0	0	0	0	0%
501-0000-71111 Deprec Exp - Mach & Equ	88,137	50,000	50,000	0	50,000	0	0%
501-0000-71112 Depreciation Expense - B	64,801	25,000	25,000	0	25,000	0	0%
501-0000-71113 Depreciation Expense - V	154,972	100,000	100,000	0	100,000	0	0%
501-0000-71114 Depreciation Expense - M	3,305	5,000	5,000	0	5,000	0	0%
501-0000-80100 Machinery & Equipment	118	54,000	54,000	55,999	300,000	246,000	456%
68 - Capital Expenses Totals:	409,418	1,029,000	1,029,000	683,901	1,355,000	326,000	32%
99 - Transfers Out							
501-0000-99900 Transfers Out	0	50,000	131,964	0	50,000	(81,964)	-62%
99 - Transfers Out Totals:	0	50,000	131,964	0	50,000	(81,964)	-62%
0000 - Undesignated Totals:	565,102	1,222,750	1,319,714	838,369	1,608,750	289,036	22%
- FACILITY & FLEET REPLACEMENT Totals:	565,102	1,222,750	1,319,714	838,369	1,608,750	289,036	22%

Fund: 501 - FACILITY & FLEET REPLACEMENT

501-0000-71030	Vehicles, Rentals & Leases	180,000.00
-----------------------	---------------------------------------	-------------------

City vehicles are leased through Enterprise

501-0000-71103	City Bldg Repl/Repair	230,000.00
-----------------------	------------------------------	-------------------

Building repairs
Wellness Center kitchen update

501-0000-80100	Machinery & Equipment	300,000.00
-----------------------	----------------------------------	-------------------

Purchase of street sweeper

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
502 - INFORMATION TECHNOLOGY							
0000 - Undesignated							
50 - Salaries and Benefits							
502-0000-50101 Permanent Full Time	33,661	33,300	33,300	27,633	33,354	54	0%
502-0000-50200 PERS-City Portion	2,468	2,900	2,900	2,029	2,500	(400)	-14%
502-0000-50221 Medical Insurance	6,237	8,300	8,300	3,958	9,900	1,600	19%
502-0000-50222 Vision Insurance	95	0	0	32	0	0	0%
502-0000-50223 Dental Insurance	530	0	0	75	0	0	0%
502-0000-50224 Life Insurance	12	0	0	17	0	0	0%
502-0000-50225 Long Term Disability	135	200	200	149	300	100	50%
502-0000-50240 Social Security-Medicare	492	500	500	401	500	0	0%
50 - Salaries and Benefits Totals:	43,631	45,200	45,200	34,295	46,554	1,354	3%
60 - Contract Services							
502-0000-60104 Consultants	324,138	450,000	450,000	303,278	480,000	30,000	7%
502-0000-60108 Technical	24,200	65,000	65,000	41,939	65,000	0	0%
502-0000-60300 Maintenance Agreements	4,244	6,000	6,000	8,707	6,000	0	0%
502-0000-60301 Software Licenses	383,551	600,000	881,927	464,242	900,000	18,073	2%
60 - Contract Services Totals:	736,132	1,121,000	1,402,927	818,167	1,451,000	48,073	3%
62 - Maintenance & Operations							
502-0000-60320 Travel & Training	0	500	500	0	500	0	0%
502-0000-60420 Operating Supplies	2,814	5,000	5,000	7,029	5,000	0	0%
502-0000-60662 Copiers	42,925	80,000	80,000	29,955	80,000	0	0%
62 - Maintenance & Operations Totals:	45,739	85,500	85,500	36,985	85,500	0	0%
66 - Utilities							
502-0000-61300 Telephone - Utilities	34,816	30,000	30,000	32,730	35,000	5,000	17%
502-0000-61301 Cell/Mobile Phones	45,060	50,000	50,000	33,346	50,000	0	0%
502-0000-61400 Cable/Internet - Utilities	42,317	40,000	75,000	44,802	75,000	0	0%
66 - Utilities Totals:	122,193	120,000	155,000	110,879	160,000	5,000	3%
68 - Capital Expenses							
502-0000-71020 Furniture	0	0	0	298	0	0	0%
502-0000-71042 D & D, Software Enhance	(104,575)	20,000	20,000	7,605	0	(20,000)	-100%
502-0000-71043 Comm. Resources, Softwa	7,948	10,000	10,000	8,990	0	(10,000)	-100%
502-0000-71045 Finance, Software Enhanc	3,600	5,000	5,000	0	0	(5,000)	-100%
502-0000-71047 City Clerk, Software Enha	14,121	5,000	5,000	2,590	0	(5,000)	-100%
502-0000-71048 Public Works, Software Ei	17,393	10,000	83,000	16,146	0	(83,000)	-100%
502-0000-71049 Software Implementation	0	0	0	0	100,000	100,000	0%
502-0000-71110 Depreciation Expense	28,878	5,000	5,000	0	5,000	0	0%
502-0000-71111 Deprec Exp - Mach & Equ	64,426	60,000	60,000	0	60,000	0	0%
502-0000-71115 Depreciation Expense - S	35,363	70,000	70,000	0	70,000	0	0%
502-0000-80100 Machinery & Equipment	22,262	150,000	230,000	27,394	200,000	(30,000)	-13%
502-0000-80103 Computers	49,475	80,000	80,000	42,275	80,000	0	0%
68 - Capital Expenses Totals:	138,892	415,000	568,000	105,297	515,000	(53,000)	-9%
0000 - Undesignated Totals:	1,086,587	1,786,700	2,256,627	1,105,622	2,258,054	1,427	0%
502 - INFORMATION TECHNOLOGY Totals:	1,086,587	1,786,700	2,256,627	1,105,622	2,258,054	1,427	0%

Fund: 502 - INFORMATION TECHNOLOGY

502-0000-50101	Permanent Full Time	33,354.00
-----------------------	----------------------------	------------------

40% - Management Analyst (60% Housing Fund)

502-0000-60104	Consultants	480,000.00
-----------------------	--------------------	-------------------

Contracted information technology services

502-0000-60108	Technical	65,000.00
-----------------------	------------------	------------------

Cable services, wireless access points, modems, and virtual servers

502-0000-60320	Travel & Training	500.00
-----------------------	------------------------------	---------------

Fraud prevention, firewall, encryption, coding, and other IT-related trainings

502-0000-60420	Operating Supplies	5,000.00
-----------------------	---------------------------	-----------------

Small equipment such as keyboards, computer mouses, cables, conference room TV's, speakers, docking stations, etc.

502-0000-80100	Machinery & Equipment	200,000.00
-----------------------	----------------------------------	-------------------

Upgrades to recording and audio visual equipment and other miscellaneous upgrades for phones and work stations

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
503 - PARK EQUIP & FACILITY FUND							
0000 - Undesignated							
68 - Capital Expenses							
503-0000-71060 Parks	51,791	255,000	255,000	244,795	545,000	290,000	114%
503-0000-71110 Depreciation Expense	101	0	0	0	0	0	0%
503-0000-71122 Depreciation Expense - C	519,249	0	0	0	0	0	0%
68 - Capital Expenses Totals:	571,140	255,000	255,000	244,795	545,000	290,000	114%
99 - Transfers Out							
503-0000-99900 Transfers Out	87,986	0	0	0	0	0	0%
99 - Transfers Out Totals:	87,986	0	0	0	0	0	0%
0000 - Undesignated Totals:	659,126	255,000	255,000	244,795	545,000	290,000	114%
03 - PARK EQUIP & FACILITY FUND Totals:	659,126	255,000	255,000	244,795	545,000	290,000	114%

Fund: 503 - PARK EQUIP & FACILITY FUND

503-0000-71060	Parks	545,000.00
-----------------------	--------------	-------------------

	Amount
Park Improvements	160,000
Playground and fitness equipment, benches	145,000
Shade canopy replacements	240,000

	2020/21 Actuals	2021/22 Original Budget	2021/22 Current Budget	2021/22 YTD Activity*	2022/23 Proposed Budget	22/23 vs. Current 21/22	% Change in Budget
504 - INSURANCE FUND							
1010 - Insurance							
50 - Salaries and Benefits							
504-1010-50221 Medical Insurance	1,331	0	0	0	0	0	0%
50 - Salaries and Benefits Totals:	1,331	0	0	0	0	0	0%
60 - Contract Services							
504-1010-60320 Travel & Training	0	500	500	0	500	0	0%
504-1010-60351 Membership Dues	0	200	200	0	200	0	0%
60 - Contract Services Totals:	0	700	700	0	700	0	0%
62 - Maintenance & Operations							
504-1010-60400 Office Supplies	202	0	0	0	0	0	0%
504-1010-60420 Operating Supplies	2,335	12,500	12,500	4,409	12,500	0	0%
62 - Maintenance & Operations Totals:	2,537	12,500	12,500	4,409	12,500	0	0%
63 - Insurance							
504-1010-60441 Liability Insurance	402,044	446,400	446,400	446,349	419,000	(27,400)	-6%
504-1010-60442 Claims	0	2,500	2,500	0	2,500	0	0%
504-1010-60443 Property Insurance	120,255	144,800	144,800	144,771	160,000	15,200	10%
504-1010-60446 Crime Insurance	3,693	3,700	3,700	1,800	4,000	300	8%
504-1010-60447 Earthquake Insurance	173,602	180,000	180,000	184,515	200,000	20,000	11%
504-1010-60452 Workers Comp Premium	161,549	146,200	146,200	146,173	185,400	39,200	27%
63 - Insurance Totals:	861,143	923,600	923,600	923,608	970,900	47,300	5%
1010 - Insurance Totals:	865,011	936,800	936,800	928,018	984,100	47,300	5%
504 - INSURANCE FUND Totals:	865,011	936,800	936,800	928,018	984,100	47,300	5%

Fund: 504 - INSURANCE FUND

504-1010-60320	Travel & Training	500.00
-----------------------	------------------------------	---------------

California Joint Powers Insurance Authority (CJPIA)
Public Agency Risk Management Association (PARMA)

504-1010-60351	Membership Dues	200.00
-----------------------	------------------------	---------------

Public Agency Risk Management Association (PARMA) members

504-1010-60420	Operating Supplies	12,500.00
-----------------------	---------------------------	------------------

Ergonomic assessments and first aid kit supplies/maintenance

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Members of the City Council

FROM: Monika Radeva, City Clerk

DATE: May 17, 2022

SUBJECT: 2022 PRIMARY ELECTION UPDATE – JUNE 7, 2022

Riverside County is transitioning from a traditional polling place county and implementing the Voter's Choice Act; and the Registrar of Voters (ROV) will be conducting the June 7, 2022, Primary Election in that manner.

Vote Centers – traditional polling places will be replaced by vote centers. Voters will have the freedom to cast a ballot in-person at any vote center in their county instead of being tied to a single polling location. Vote Centers have an electronic mechanism to immediately access voter registration data.

Eleven-Day Vote Centers – starting 10 days before the Election and through the Friday before Election Day, one vote center is required for every 50,000 registered voters for at least eight (8) hours per day.

ROV has established 26 eleven-day vote centers in Riverside County (Attachment 1).

Four-Day Vote Centers – on Election Day, and the Saturday, Sunday, and Monday leading up to Election Day, one vote center is required for every 10,000 registered voters for at least eight (8) hours per day.

ROV has established 145 four-day vote centers in Riverside County (Attachment 1).

Vote-by-Mail (VBM) Ballot – every registered voter (approximately 1.3 million in Riverside County) shall receive a VBM ballot between April 28 and May 28, 2022, from the ROV.

Vote-by-Mail Ballot Drop-Off Locations – provide voters with an additional way to return their ballot postage free. Starting 28 days before Election Day there would be at least one drop-off location for every 15,000 registered voters.

ROV has established 87 VBM drop-off locations in Riverside County (Attachment 2).

Ballots must be received no later than the close of the polls on Election Day or be postmarked on or before Election Day and received no later than seven days after election day to be counted [E.C. § 15301]

Official Canvass – no later than July 7, 2022, the ROV must complete the canvass, certify the results, and submit it to the board of supervisors.

[LA QUINTA](#)

Vote Centers:

- City Hall – eleven-day vote center
 - May 28 to June 6, 2022; from 9:00 a.m. to 5:00 p.m.
 - Election Day – June 7, 2022; from 7:00 a.m. to 8:00 p.m.
- Colonel Mitchell Paige Middle School – four-day vote center
 - June 4-6, 2022; from 9:00 a.m. to 5:00 p.m.
 - Election Day – June 7, 2022; from 7:00 a.m. to 8:00 p.m.
- Trilogy at La Quinta – four-day vote center
 - June 4-6, 2022; from 9:00 a.m. to 5:00 p.m.
 - Election Day – June 7, 2022; from 7:00 a.m. to 8:00 p.m.

Conditional voter registration will be available at each vote center, for eligible voters who missed the voter registration deadline (15-days prior to election day, or May 23, 2022, for this election), and will be provided a provisional ballot.

Vote-By-Mail Ballots and Drop-Off Locations:

Voters can mail in their ballot via United States Postal Service using the postage paid return envelope included with their ballot or drop it off at any designated VBM drop-off location or Vote Center within Riverside County.

- La Quinta City Hall
 - May 9 to June 6, 2022; from 8:00 a.m. to 5:00 p.m.
 - Election Day – June 7, 2022; from 7:00 a.m. to 8:00 p.m.
- Trilogy at La Quinta
 - May 9 to June 6, 2022; from 10:00 a.m. to 3:00 p.m.
 - Election Day – June 7, 2022; from 7:00 a.m. to 8:00 p.m.

Track Your Ballot – ROV is using the California Secretary of State’s BallotTRAX tracking system. Voters can sign up at <https://california.ballottrax.net/voter/> to receive notifications when their ballot is mailed, received, and counted.



Attachments:

1. Vote Center Locations – Riverside County
2. Vote-By-Mail Drop Off Locations – Riverside County

[Click Here to Return to Agenda](#)

[Click Here to Return to Agenda](#)
VOTE CENTER LOCATIONS

ATTACHMENT 1

Dates and hours vary - see below for more info.

Cottonwood Elementary School**	Library	44260 Sage Road	Aguanga, CA	92536
Anza Library**	Community Room	57430 Mitchell Road	Anza, CA	92539
Banning Senior Center*	Multi-Purpose Room	769 N San Geronio Avenue	Banning, CA	92220
Sun Lakes Country Club**	North Clubhouse	545 Twin Hills Drive	Banning, CA	92220
Brookside Elementary School**	Classroom 28	38755 Brookside Avenue	Beaumont, CA	92223
Holiday Inn Express Suites*	Cherry Valley Room	1864 Oak Valley Village Circle	Beaumont, CA	92223
Three Rings Ranch Elementary School**	Classroom 26	1040 Claiborne Avenue	Beaumont, CA	92223
Tournament Hills Elementary School**	Classroom 20	36611 Champions Drive	Beaumont, CA	92223
Bermuda Dunes Community Service Center*	Multi-Purpose Room	78400 Forty Second Avenue	Bermuda Dunes, CA	92203
County of Riverside Administrative Center**	Break Room	260 N Broadway	Blythe, CA	92225
Cabazon Library**	Meeting Room	50425 Carmen Avenue	Cabazon, CA	92230
Norton Younglove Senior Center**	Large Main Room	908 Park Avenue	Calimesa, CA	92320
Canyon Lake City Hall**	Meeting Room	31516 Railroad Canyon Road	Canyon Lake, CA	92587
Cathedral City Hall*	Study Session Room	68700 Avenida Lalo Guerrero	Cathedral City, CA	92234
Cathedral City Library**	Meeting Room	33520 Date Palm Drive	Cathedral City, CA	92234
Northgate Community Church**	Rooms 1, 2 & 3	30010 Date Palm Drive	Cathedral City, CA	92234
Riverside County Fire Station #22**	Bay Area	10055 Avenida Miravilla	Cherry Valley, CA	92223
Coachella Branch Library*	Large Meeting Room	1500 6th Street	Coachella, CA	92236
Coachella Community Center**	Bagdouma Park / Main Room	51251 Douma Street	Coachella, CA	92236
Ben Franklin Elementary School**	Multi-Purpose Room	2650 Oak Avenue	Corona, CA	92882
Circle City Center*	Activity Room B	365 N Main Street	Corona, CA	92880
Corona High School**	Foyer	1150 W 10th Street	Corona, CA	92882
Corona Public Library**	Community Room	650 S Main Street	Corona, CA	92882
Corona Senior Center**	Meeting Room	921 S Belle Avenue	Corona, CA	92882
Home Gardens County Library*	Meeting Room	3785 S Neece Street	Corona, CA	92879
Islamic Society of Corona**	Multi-Purpose Room	465 Santana Way	Corona, CA	92881
Luiseno Elementary School**	Gymnasium	13500 Mountain Road	Corona, CA	92883
Peppermint Ridge**	Angel Hall	825 Magnolia Avenue	Corona, CA	92879
Santiago High School**	Theatre Foyer	1395 Foothill Parkway	Corona, CA	92881
Temescal Valley Elementary School**	Multi-Purpose Room	22950 Claystone Avenue	Corona, CA	92883
The Shops at Dos Lagos*	Unit 120	2790 Cabot Drive	Corona, CA	92883
Desert Hot Springs Library**	Community Meeting Room	14380 Palm Drive	Desert Hot Springs, CA	92240
Desert Hot Springs Senior Center**	West Room	11777 West Drive	Desert Hot Springs, CA	92240
Eastvale City Hall**	City Council Chamber	12363 Limonite Avenue, Suite 910	Eastvale, CA	91752
Eastvale Community Center**	Lobby	13820 Schleisman Road	Eastvale, CA	92880
Eleanor Roosevelt High School**	Library	7447 Scholar Way	Eastvale, CA	92880
Harada Neighborhood Center*	Activity Room C	13099 65th Street	Eastvale, CA	92880
Bautista Creek Elementary School**	Multi-Purpose Room	441 N Lake Street	Hemet, CA	92544
Hemet DPSS**	Community Room	541 N San Jacinto Street	Hemet, CA	92543
Hemet Public Library*	Meeting Room	300 E Latham Avenue	Hemet, CA	92543
Our Lady of The Valley Catholic Church**	Hyland Hall	780 S State Street	Hemet, CA	92543
Tahquitz High School**	Multi-Purpose Room	4425 Titan Trail	Hemet, CA	92545
Valle Vista Community Center**	Room 3	43935 Acacia Avenue	Hemet, CA	92544
West Valley High School**	Classrooms A162 & A163	3401 Mustang Way	Hemet, CA	92545
Idyllwild County Library**	Meeting Room	54401 Village Center Drive	Idyllwild, CA	92549
Indian Wells City Hall**	Council Chambers	44950 Eldorado Drive	Indian Wells, CA	92210
Indio Corporate Yard*	Lobby	83101 Avenue 45	Indio, CA	92201
Indio High School**	Multi-Purpose Room	81750 Avenue 46	Indio, CA	92201
Indio Library**	Meeting Room	200 Civic Center Mall	Indio, CA	92201
Riverside County Office of Education**	Conference Room 126 & 127	47110 Calhoun Street	Indio, CA	92201
Thomas Jefferson Middle School**	Multi-Purpose Room	83089 Highway 111	Indio, CA	92201
Eddie Dee Smith Senior Center**	Event Room	5888 Mission Boulevard	Jurupa Valley, CA	92509
Glen Avon County Library*	Meeting Room	9244 Galena Street	Jurupa Valley, CA	92509
Riverside County Animal Services**	Training Center	6851 Van Buren Boulevard	Jurupa Valley, CA	92509
Rubidoux Youth Opportunity Center**	Basketball Gym	5656 Mission Boulevard	Jurupa Valley, CA	92509
Stone Avenue Elementary School**	Multi-Purpose Room	5111 Stone Avenue	Jurupa Valley, CA	92509
Jurupa Middle School**	Multi-Purpose Room	8700 Galena Street	Jurupa Valley, CA	92509
Colonel Mitchell Paige Middle School**	Multi-Purpose Room	43495 Palm Royale Drive	La Quinta, CA	92253
La Quinta City Hall*	Study Session Room	78495 Calle Tampico	La Quinta, CA	92253
Trilogy at La Quinta**	Desert Vista Ballroom	60750 Trilogy Parkway	La Quinta, CA	92253
Canyon Lake Middle School**	Multi-Purpose Room	33005 Canyon Hills Road	Lake Elsinore, CA	92532
Lake Community Center*	Community Room	310 W Graham Avenue	Lake Elsinore, CA	92530
Lakeland Village Community Center**	Dance Room	16275 Grand Avenue	Lake Elsinore, CA	92530
Lakeside High School**	Library	32593 Riverside Drive	Lake Elsinore, CA	92530

*May 28, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

**June 4, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

**Click Here to Return to Agenda
VOTE CENTER LOCATIONS**

Dates and hours vary - see below for more info.

Outlets at Lake Elsinore**	Building F, F154a	17600 Collier Avenue, Suite A100	Lake Elsinore, CA	92530
Mecca County Library**	Meeting Room	91260 Sixty Sixth Avenue	Mecca, CA	92254
Boulder Ridge Elementary School**	Multi-Purpose Room	27327 Junipero Road	Menifee, CA	92585
Calvary Chapel Romoland**	Overflow Room	27912 Adams Avenue	Menifee, CA	92585
Kay Cenicerros Senior Center**	North Annex	29995 Evans Road	Menifee, CA	92586
Marion V. Ashley Community Center*	Board Room	25625 Briggs Road	Menifee, CA	92585
Menifee County Library**	Community Room	28798 La Piedra Road	Menifee, CA	92584
Sun City Civic Association**	Webb Hall	26850 Sun City Boulevard	Menifee, CA	92586
Sun City County Library**	Community Room	26982 Cherry Hills Boulevard	Menifee, CA	92586
Bear Valley Elementary School**	Library	26125 Fir Avenue	Moreno Valley, CA	92555
Cottonwood Golf Center**	Meeting Room	13671 Frederick Street	Moreno Valley, CA	92553
CrossWord Christian Church**	Court/Gym	21401 Box Springs Road	Moreno Valley, CA	92557
Honey Hollow Elementary School**	Room 29	11765 Honey Hollow Drive	Moreno Valley, CA	92557
Lasselle Elementary School**	Multi-Purpose Room	26446 Krameria Avenue	Moreno Valley, CA	92555
Moreno Valley Mall*	Center Court Area	22500 Town Circle	Moreno Valley, CA	92553
Moreno Valley Senior Center**	Room 1 & 2	25075 Fir Avenue	Moreno Valley, CA	92553
Palm Middle School**	Multi-Purpose Room	11900 Slawson Avenue	Moreno Valley, CA	92557
Paso De Lago Homeowners Association**	Clubhouse / Ballroom	14900 Vinehill Street	Moreno Valley, CA	92553
Sunnymead Elementary School**	Library	24050 Dracaea Avenue	Moreno Valley, CA	92553
Vista Heights Middle School**	Multi-Purpose Room	23049 Old Lake Drive	Moreno Valley, CA	92557
Alta Murrieta Elementary School**	Multi-Purpose Room	39475 Whitewood Road	Murrieta, CA	92563
Avaxat Elementary School**	Multi-Purpose Room	24300 Los Brisas Road	Murrieta, CA	92562
Cole Canyon Elementary School**	Multi-Purpose Room	23750 Via Alisol	Murrieta, CA	92562
Dorothy McElhinney Middle School**	Teacher Lounge	35125 Briggs Road	Murrieta, CA	92563
Fire Station #4*	Training Room	28155 Baxter Road	Murrieta, CA	92563
Monte Vista Elementary School**	Multi-Purpose Room	37420 Via Mira Mosa	Murrieta, CA	92563
Murrieta Public Library**	Community Room	24700 Adams Avenue	Murrieta, CA	92562
Tovashal Elementary School**	Multi-Purpose Room	23801 Saint Raphael Drive	Murrieta, CA	92562
Norco Community Center**	Game Room	3900 Acacia Avenue	Norco, CA	92860
Norco County Library**	Meeting Room	3240 Hamner Avenue	Norco, CA	92860
Nuview County Library**	Meeting Room	29990 Lakeview Avenue	Nuevo, CA	92567
Palm Desert Community Center**	Gymnasium	43900 San Pablo Avenue	Palm Desert, CA	92260
Palm Desert High School**	Technology Room	74910 Aztec Road	Palm Desert, CA	92260
Portola Community Center**	Multi-Purpose Room	45480 Portola Avenue	Palm Desert, CA	92260
The Shops at Palm Desert*		72840 Highway 111	Palm Desert, CA	92260
Demuth Community Center*	Gymnasium	3601 E Mesquite Avenue	Palm Springs, CA	92264
James O. Jessie Desert Highland Unity Center**	Gymnasium	480 W Tramview Road	Palm Springs, CA	92262
Palm Springs Public Library**	Learning Center	300 S Sunrise Way	Palm Springs, CA	92262
Bob Glass Gym*	Community Room	101 North D Street	Perris, CA	92570
Mead Valley Community Center**	Banquet Hall	21091 Rider Street	Perris, CA	92570
Moses-Schaffer Community Center**	Banquet Hall Room	21565 Steele Peak Drive	Perris, CA	92570
Perris DPSS**	Community Room	201 Redlands Avenue	Perris, CA	92571
Sky View Elementary School**	Multi-Purpose Room	625 Mildred Street	Perris, CA	92570
Triple Crown Elementary School**	Multi-Purpose Room	530 E Orange Avenue	Perris, CA	92571
Rancho Mirage Library**	Annenberg Room	71100 Highway 111	Rancho Mirage, CA	92270
The River**	A103	71800 Highway 111	Rancho Mirage, CA	92270
Arlanza Community Center**	Conference Room	7950 Philbin Avenue	Riverside, CA	92503
Arlington Library**	Community Room	9556 Magnolia Avenue	Riverside, CA	92503
Cesar Chavez Community Center**	Community Room	2060 University Avenue	Riverside, CA	92507
Galleria at Tyler*		1299 Galleria at Tyler	Riverside, CA	92503
Highgrove Library**	Meeting Room	530 Center Street	Riverside, CA	92507
Janet Goeske Senior Center**	Bob Buster Room	5257 Sierra Street	Riverside, CA	92504
Joyce Jackson Community Center**	Multi-Purpose Room	5505 Dewey Avenue	Riverside, CA	92504
La Sierra Senior Center**	Ballroom	5215 La Sierra Avenue	Riverside, CA	92505
Lake Mathews Elementary School**	Multi-Purpose Room	12252 Blackburn Road	Riverside, CA	92503
Mission Grove Shopping Center*	Former Stein Mart Building	335 E Alessandro Boulevard	Riverside, CA	92508
Orange Terrace Library**	Community Room	20010 Orange Terrace Parkway	Riverside, CA	92508
Orrenmaa Elementary School**	Room 29	3350 Fillmore Street	Riverside, CA	92503
Riverside County Registrar of Voters***	Lobby	2720 Gateway Drive	Riverside, CA	92507
Riverside Main Library**	Community Room	3900 Mission Inn Avenue	Riverside, CA	92501
Ruth Lewis Community Center**	Multi-Purpose Room	701 Orange Street	Riverside, CA	92501
SSgt. Salvador J. Lara Casa Blanca Library**	Community Room	2985 Madison Street	Riverside, CA	92504

*May 28, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

**June 4, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

***May 9, 2022 - June 6, 2022, Monday - Friday (excluding Holidays), 8:00am - 5:00pm; May 28, 2022 - May 30, 2022, 9:00am - 5:00pm; June 4, 2022 - June 5, 2022, 9:00am - 5:00pm; Election Day, June 7, 2022, 7:00am - 8:00pm.

[Click Here to Return to Agenda](#)
VOTE CENTER LOCATIONS

Dates and hours vary - see below for more info.

Woodcrest County Library**	Community Room	16625 Krameria Avenue	Riverside, CA	92504
Ysmael Villegas Community Center**	Dance Room	3091 Esperanza Street	Riverside, CA	92504
Mountain View Alternative High School**	Gym	1000 N Ramona Boulevard	San Jacinto, CA	92582
San Jacinto Library*	Library	595 S San Jacinto Avenue	San Jacinto, CA	92583
Valley Wide Recreation & Park District**	Meeting Room	901 W Esplanade Avenue	San Jacinto, CA	92582
Helen Hunt Jackson Elementary School**	Computer Lab	32400 Camino San Dimas	Temecula, CA	92592
Jefferson Recreation Center**	Main Room	41375 McCabe Court	Temecula, CA	92590
Promenade Temecula*	Suite 525	40820 Winchester Road	Temecula, CA	92591
Riverside County Fire Station 96**	Bay Area	37700 Glen Oaks Road	Temecula, CA	92592
Temecula Community Center**	Multi-Purpose Room	28816 Pujol Street	Temecula, CA	92590
Temecula Middle School**	Room 904 & 905	42075 Meadows Parkway	Temecula, CA	92592
Temecula Public Library**	Foyer	30600 Pauba Road	Temecula, CA	92592
Vail Ranch Middle School**	Multi-Purpose Room	33340 Camino Piedra Rojo	Temecula, CA	92592
Della S Lindley Elementary School**	Multi-Purpose Room	31495 Robert Road	Thousand Palms, CA	92276
VFW Post 1508**	Meeting Hall	21180 Waite Street	Wildomar, CA	92595
Wildomar City Hall*	Council Chambers	23873 Clinton Keith Road	Wildomar, CA	92595
Wildomar County Library**	Meeting Room	34303 Mission Trail	Wildomar, CA	92595
Francis Domenigoni Community Center**	Gymnasium	32665 Haddock Street	Winchester, CA	92596
French Valley County Library**	Meeting Room	31526 Skyview Road	Winchester, CA	92596

*May 28, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

**June 4, 2022 - June 6, 2022, 9:00am - 5:00pm. Election Day, June 7, 2022, 7:00am - 8:00pm.

[Click Here to Return to Agenda](#)

Click Here to Return to Agenda
BALLOT DROP-OFF LOCATIONS

ATTACHMENT 2

Dates and hours vary - see below for more info.

Banning DPSS*	63 S 4th Street #A	Banning, CA	92220
City of Banning**	99 E Ramsey Street	Banning, CA	92220
Albert Chatigny Community Center*	1310 Oak Valley Parkway	Beaumont, CA	92223
Calvary Chapel Beaumont*	1780 Orchard Heights Avenue	Beaumont, CA	92223
City of Beaumont**	550 E 6th Street	Beaumont, CA	92223
Weaver Mortuary & Crematory*	1177 Beaumont Avenue	Beaumont, CA	92223
Bermuda Dunes Community Service Center*	78400 Forty Second Avenue	Bermuda Dunes, CA	92203
City of Blythe**	235 N Broadway	Blythe, CA	92225
Cabazon Library*	50425 Carmen Avenue	Cabazon, CA	92230
City of Calimesa**	908 Park Avenue	Calimesa, CA	92320
City of Canyon Lake**	31516 Railroad Canyon Road	Canyon Lake, CA	92587
Cathedral City Library*	33520 Date Palm Drive	Cathedral City, CA	92234
City of Cathedral City**	68700 Avenida Lalo Guerrero	Cathedral City, CA	92234
City of Coachella**	53462 Enterprise Way	Coachella, CA	92236
Coachella Community Center*	51251 Douma Street	Coachella, CA	92236
Circle City Center*	365 N Main Street	Corona, CA	92880
City of Corona**	400 S Vicentia Avenue	Corona, CA	92882
Corona Public Library*	650 S Main Street	Corona, CA	92882
Home Gardens County Library*	3785 S Neece Street	Corona, CA	92879
The Shops at Dos Lagos*	2790 Cabot Drive	Corona, CA	92883
City of Desert Hot Springs**	11999 Palm Drive	Desert Hot Springs, CA	92240
Desert Hot Springs Senior Center*	11777 West Drive	Desert Hot Springs, CA	92240
City of Eastvale**	12363 Limonite Avenue, Suite 910	Eastvale, CA	91752
Eastvale Community Center*	13820 Schleisman Road	Eastvale, CA	92880
Harada Neighborhood Center*	13099 65th Street	Eastvale, CA	92880
City of Hemet**	445 E Florida Avenue	Hemet, CA	92543
Hemet Public Library*	300 E Latham Avenue	Hemet, CA	92543
Valle Vista Community Center*	43935 Acacia Avenue	Hemet, CA	92544
Idyllwild County Library*	54401 Village Center Drive	Idyllwild, CA	92549
City of Indian Wells**	44950 Eldorado Drive	Indian Wells, CA	92210
City of Indio**	100 Civic Center Mall	Indio, CA	92201
Indio Community Center*	45871 Clinton Street	Indio, CA	92201
City of Jurupa Valley**	8930 Limonite Avenue	Jurupa Valley, CA	92509
Eddie Dee Smith Senior Center*	5888 Mission Boulevard	Jurupa Valley, CA	92509
Glen Avon County Library*	9244 Galena Street	Jurupa Valley, CA	92509
La Quinta City Hall**	78495 Calle Tampico	La Quinta, CA	92253
Trilogy at La Quinta*	60750 Trilogy Parkway	La Quinta, CA	92253
City of Lake Elsinore**	130 S Main Street	Lake Elsinore, CA	92530
Lakeland Village Community Center*	16275 Grand Avenue	Lake Elsinore, CA	92530
Launch Pointe Recreation Destination & RV Park*	32040 Riverside Drive	Lake Elsinore, CA	92530
Mecca County Library*	91260 Sixty Sixth Avenue	Mecca, CA	92254
City of Menifee**	29844 Haun Road	Menifee, CA	92586
Marion V. Ashley Community Center*	25625 Briggs Road	Menifee, CA	92585
Menifee County Library*	28798 La Piedra Road	Menifee, CA	92584
Sun City County Library*	26982 Cherry Hills Boulevard	Menifee, CA	92586
Moreno Valley DPSS*	12625 Heacock Street	Moreno Valley, CA	92553
Moreno Valley Mall*	22500 Town Circle	Moreno Valley, CA	92553
City of Moreno Valley**	14177 Frederick Street	Moreno Valley, CA	92553
City of Murrieta**	1 Town Square	Murrieta, CA	92562
Murrieta Public Library*	24700 Adams Avenue	Murrieta, CA	92562
City of Norco**	2870 Clark Avenue	Norco, CA	92860
Norco County Library*	3240 Hamner Avenue	Norco, CA	92860

*May 9, 2022 - June 6, 2022, Monday - Friday (excluding Holidays), 10:00am to 3:00pm; and Election Day, June 7, 2022, 7:00am to 8:00pm.

**May 9, 2022 - June 6, 2022, during regular city business hours; and Election Day, June 7, 2022, 7:00am to 8:00pm.

Click Here to Return to Agenda
BALLOT DROP-OFF LOCATIONS

Dates and hours vary - see below for more info.

City of Palm Desert**	73510 Fred Waring Drive	Palm Desert, CA	92260
Palm Desert Library*	73300 Fred Waring Drive	Palm Desert, CA	92260
The Shops at Palm Desert*	72840 Highway 111	Palm Desert, CA	92260
City of Palm Springs**	3200 E Tahquitz Canyon Way	Palm Springs, CA	92262
James O. Jessie Desert Highland Unity Center*	480 W Tramview	Palm Springs, CA	92262
City of Perris**	101 North D Street	Perris, CA	92570
Mead Valley Community Center*	21091 Rider Street	Perris, CA	92570
Perris DPSS*	201 Redlands Avenue	Perris, CA	92571
City of Rancho Mirage**	69825 Highway 111	Rancho Mirage, CA	92270
The River*	71800 Highway 111	Rancho Mirage, CA	92270
Arlanza Community Center*	7950 Philbin Avenue	Riverside, CA	92503
Galleria at Tyler*	1299 Galleria at Tyler	Riverside, CA	92503
Highgrove Library*	530 Center Street	Riverside, CA	92507
Joyce Jackson Community Center*	5505 Dewey Avenue	Riverside, CA	92504
Marcy Branch Library*	6927 Magnolia Avenue	Riverside, CA	92506
Mission Grove Shopping Center*	335 E Alessandro Boulevard	Riverside, CA	92508
Orange Terrace Community Center*	20010 Orange Terrace Parkway	Riverside, CA	92508
Renck Community Center*	4015 Jackson Street	Riverside, CA	92503
Riverside County Registrar of Voters***	2720 Gateway Drive	Riverside, CA	92507
Ruth Lewis Community Center*	701 Orange Street	Riverside, CA	92501
SPC Jesus S. Duran Eastside Library*	4033 Chicago Avenue Suite C	Riverside, CA	92507
SSgt. Salvador J. Lara Casa Blanca Library*	2985 Madison Street	Riverside, CA	92504
Stratton Community Center*	2008 Martin Luther King Boulevard	Riverside, CA	92507
Woodcrest County Library*	16625 Krameria Avenue	Riverside, CA	92504
City of Riverside**	3900 Main Street, 7th Floor	Riverside, CA	92501
City of San Jacinto**	595 S San Jacinto Avenue	San Jacinto, CA	92583
Valley Wide Recreation & Park District*	901 W Esplanade Avenue	San Jacinto, CA	92582
City of Temecula**	41000 Main Street	Temecula, CA	92590
Promenade Temecula*	40820 Winchester Road	Temecula, CA	92591
Temecula Community Center*	28816 Pujol Street	Temecula, CA	92590
Temecula Public Library*	30600 Pauba Road	Temecula, CA	92592
Coachella Valley Animal Campus*	72050 Pet Land Place	Thousand Palms, CA	92276
City of Wildomar**	23873 Clinton Keith Road, Suite 110	Wildomar, CA	92595
Wildomar County Library*	34303 Mission Trail	Wildomar, CA	92595
French Valley County Library*	31526 Skyview Road	Winchester, CA	92596

*May 9, 2022 - June 6, 2022, Monday - Friday (excluding Holidays), 10:00am to 3:00pm; and Election Day, June 7, 2022, 7:00am to 8:00pm.

**May 9, 2022 - June 6, 2022, during regular city business hours; and Election Day, June 7, 2022, 7:00am to 8:00pm.

***The Riverside County Registrar of Voters office ballot drop box is available 24/7 starting May 9, 2022.



FINANCIAL ADVISORY COMMISSION
SPECIAL MEETING
MINUTES
WEDNESDAY, APRIL 13, 2022

CALL TO ORDER

A special meeting of the La Quinta Financial Advisory Commission (Commission) was called to order at 4:00 p.m. by Chair Batavick.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*), members of the public, the Financial Advisory Commission, the City Manager, City Attorney, City Staff, and City Consultants may participate in this special meeting by teleconference.

PRESENT: Commissioners Anderson, Campbell, Dorsey, Mast, Mills, Way (joined at 4:04 p.m.), and Chair Batavick

ABSENT: None

STAFF PRESENT: Finance Director Martinez, Financial Services Analyst Hallick, Management Assistant Delgado, Management Specialist Mignogna, and Public Works Director/City Engineer McKinney.

PLEDGE OF ALLEGIANCE

Commissioner Mills led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

COMMISSIONER WAY JOINED THE MEETING AT 4:04 P.M.

CONFIRMATION OF AGENDA

Staff requested that Study Session Item No. 1 be moved up and considered before the Consent Calendar. The Commission concurred.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

– None

STUDY SESSION – *taken out of Agenda order*

1. DISCUSS PROJECTS TO BE INCLUDED IN FISCAL YEARS 2022/23 THROUGH 2026/27 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

Management Analyst Mignogna and Public Works Director/City Engineer McKinney presented the staff report, which is on file in the Finance Department.

The Commission and staff discussed CIP transportation projects; funding type and sources; and drainage improvements.

Commissioner Mast suggested resurfacing tennis courts at Fritz Burn Park. Staff said they would have maintenance staff take a look at tennis courts conditions.

Further discussion followed on parks and facilities projects; La Quinta park locations; City Hall capacity improvements; appropriations for Measure G funding for the Highway 111 Corridor (Corridor) project; possible grant funding for Corridor; overview of Corridor current phase plan; next steps for consultants for the Corridor project; cost and challenges for Village Underground utilities project; Phase II of citywide Public Safety Camera System (PSCS) installations and camera use; potential funding for PSCS; Washington Street sidewalk improvements for fiscal year 2023/24; and Measure G projections for fiscal year 2022/23.

The Commission and staff discussed budgeting process for CIP and process for funding projects. The Commission expressed general consensus for the proposed CIP budget as presented; and recommended staff provide the Commission with continuous updates on the Corridor project's projected appropriations as they become available.

CONSENT CALENDAR ITEMS – *taken out of Agenda order*

- 1. APPROVE MEETING MINUTES DATED FEBRUARY 9, 2022**
- 2. RECEIVE AND FILE SECOND QUARTER FISCAL YEAR 2021/22 TREASURY REPORTS FOR OCTOBER, NOVEMBER, DECEMBER 2021**
- 3. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED DECEMBER 31, 2021**
- 4. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JANUARY 31, 2022**

Motion – A motion was made and seconded by Commissioners Campbell/Mast to approve the Consent Calendar as submitted. Motion passed unanimously.

BUSINESS SESSION

1. RECEIVE AND FILE FISCAL YEAR 2021/22 MID-YEAR BUDGET REPORT (Report)

Finance Director Martinez presented the staff report, which is on file in the Finance Department.

Commissioner Dorsey inquired about the unassigned fund balance for fiscal year 2020/21. Staff said it was a little over \$19 million.

The Commission and staff discussed review of credit card fees in upcoming fee study (study) and process for study; amounts appropriated for Dune Palms Bridge project; pay down process for the City's pension liability; and second quarter budget adjustments listed on Exhibit 1 included in the staff report.

The Commission recommended holding a future study session for an overview update on CIP project accounting and activity reporting.

Motion – A motion was made and seconded by Commissioners Way/Anderson to receive and file fiscal year 2021/22 mid-year budget report, as submitted. Motion passed unanimously.

STUDY SESSION – *Continued*

2. REVIEW AND DISCUSS THE 2022 COMMUNITY WORKSHOP

Finance Director Martinez presented the staff report, which is on file in the Finance Department.

Commissioner Mills commended Commissioners Batavick and Way on their assistance of simplifying the 10-year Financial Projections (Projections) report. The Commission suggested staff provide the previously used spreadsheet for Projections to the Commission for review in a future Commission meeting as a study session item.

DEPARTMENTAL REPORTS

All reports are on file in the Finance Department.

1. FINANCE DEPARTMENT CURRENT AND FUTURE INITIATIVES

Finance Director Martinez thanked the Commission for their participation in the 2022 Community Workshop on March 12, 2022, and the Special Joint Council, Boards, Commissions, and Committees meeting on March 28, 2022.

The Commission inquired on transient occupancy tax sharing agreements and how they are disclosed in the Annual Comprehensive Financial Report.

COMMISSIONERS' ITEMS – None

ADJOURNMENT

There being no further business, it was moved by Commissioner Campbell/Mast to adjourn this meeting at 6:11 p.m. Motion passed unanimously.

Respectfully submitted,



Digitally signed by Jessica Delgado
DN: cn=Jessica Delgado, o=City of La
Quinta, ou=Finance,
email=jdelgado@laquintaca.gov, c=US
Date: 2022.05.12 12:17:58 -07'00'

Jessica Delgado, Management Assistant
City of La Quinta, California