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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, MARCH 7, 2023 AT 4:00 P.M.

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

CONFIRMATION OF AGENDA

PUBLIC COMMENTS - INSTRUCTIONS

Members of the public may address the City Council on any matter listed or not listed on the agenda as follows:

WRITTEN PUBLIC COMMENTS can be provided either in-person during the meeting by submitting 15 copies to the City Clerk, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to CityClerkMail@LaQuintaCA.gov, no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to Council, made public, and will be incorporated into the public record of the meeting, but will not be read during the meeting unless, upon the request of the Mayor, a brief summary of public comments is asked to be reported.

If written public comments are emailed, the email subject line must clearly state **“Written Comments”** and should include: **1) full name, 2) city of residence, and 3) subject matter.**

VERBAL PUBLIC COMMENTS can be provided in-person during the meeting by completing a “Request to Speak” form and submitting it to the City Clerk; it is requested that this takes

place prior to the beginning of the meeting. Please limit your comments to three (3) minutes (or approximately 350 words). Members of the public shall be called upon to speak by the Mayor.

In accordance with City Council Resolution No. 2022-027, a one-time additional speaker time donation of three (3) minutes per individual is permitted; please note that the member of the public donating time must: 1) submit this in writing to the City Clerk by completing a “Request to Speak” form noting the name of the person to whom time is being donated to, and 2) be present at the time the speaker provides verbal comments.

Verbal public comments are defined as comments provided in the speakers’ own voice and may not include video or sound recordings of the speaker or of other individuals or entities, unless permitted by the Mayor.

Public speakers may elect to use printed presentation materials to aid their comments; 15 copies of such printed materials shall be provided to the City Clerk to be disseminated to the City Council, made public, and incorporated into the public record of the meeting; it is requested that the printed materials are provided prior to the beginning of the meeting. There shall be no use of Chamber resources and technology to display visual or audible presentations during public comments, unless permitted by the Mayor.

All writings or documents, including but not limited to emails and attachments to emails, submitted to the City regarding any item(s) listed or not listed on this agenda are public records. All information in such writings and documents is subject to disclosure as being in the public domain and subject to search and review by electronic means, including but not limited to the City’s Internet Web site and any other Internet Web-based platform or other Web-based form of communication. All information in such writings and documents similarly is subject to disclosure pursuant to the California Public Records Act [Government Code § 7920.000 *et seq.*].

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 pursuant to the “Public Comments – Instructions” listed above. 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)].

TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS

Teleconference accessibility may be triggered in accordance with AB 2449 (Stats. 2022, Ch. 285), codified in the Brown Act [Government Code § 54953], if a member of the City Council requests to attend and participate in this meeting remotely due to “just cause” or “emergency circumstances,” as defined, and only if the request is approved. In such instances, remote public accessibility and participation will be facilitated via Zoom Webinar as detailed at the end of this Agenda.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. PRESENTATION BY STUDENTS FROM LA QUINTA HIGH SCHOOL ASSOCIATED STUDENT BODY PROGRAM

CONSENT CALENDAR

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

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STUDY SESSION

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PUBLIC HEARINGS – None

DEPARTMENTAL REPORTS

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2. CITY ATTORNEY
3. CITY CLERK
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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 (McGarrey)
11. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick & McGarrey)
12. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
13. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Fitzpatrick)
14. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
15. CANNABIS AD HOC COMMITTEE (Peña & 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 (McGarrey)
20. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (Peña)

- 21. CVAG TRANSPORTATION COMMITTEE (Fitzpatrick)
- 22. SUNLINE TRANSIT AGENCY (Peña)
- 23. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Evans & Sanchez)
- 24. ANIMAL CAMPUS COMMISSION (Sanchez)
- 25. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY COMMITTEE (Sanchez & Peña)
- 26. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)
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- 28. PALM SPRINGS AIRPORT COMMISSION MEETING MINUTES OF FEBRUARY 15, 2023 247

ADJOURNMENT

The next regular meeting of the City Council will be held on March 21, 2023, at 4:00 p.m. at the City Hall Council Chamber, 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 Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on March 2, 2023.

DATED: March 2, 2023

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, 24-hours in advance of the meeting and accommodations will be made.
- If background material is to be presented to the City Council during a City Council meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this takes place prior to the beginning of the meeting.

***** TELECONFERENCE PROCEDURES – PURSUANT TO AB 2449***
APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT**

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/they 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

Written public comments – can be provided in person during the meeting or emailed to the City Clerk’s Office at CityClerkMail@LaQuintaCA.gov any time prior to the adjournment of the meeting, and will be distributed to the City Council, made public, incorporated into the 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.



**CITY COUNCIL
MINUTES
TUESDAY, FEBRUARY 7, 2023**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:30 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, Mayor Evans

ABSENT: None

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

Councilmember McGarrey said she will recuse herself and abstain from the discussion and vote on Consent Calendar Item No. 12 due to a potential conflict of interest stemming from a business relationship as her employer is Southern California Gas Company; and requested that this item be pulled for a separate vote. Council concurred.

CLOSED SESSION

1. SEMI-ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:32 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:00 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

City Attorney Ihrke reported Council completed the City Manager's semi-annual performance evaluation and no actions were taken that require reporting pursuant to Government Code section 54957.1 (Brown Act).

PLEDGE OF ALLEGIANCE

Councilmember Peña led the audience in the Pledge of Allegiance.

Taken out of Agenda order >>>

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. RIVERSIDE COUNTY TRANSPORTATION COMMITTEE COACHELLA VALLEY RAIL UPDATE – PRESENTATION BY DEPUTY EXECUTIVE DIRECTOR AARON HAKE

Deputy Executive Director Hake provided a presentation on the Riverside County Transportation Committee’s progress on the Coachella Valley Rail, a daily intercity commuter rail service to/from the Counties of Riverside, San Bernardino, Los Angeles, and Orange with nine stations from Union Station in Los Angeles to the City of Coachella.

Mr. Hake answered Council’s questions regarding funding; economic benefits to the Coachella Valley; criteria for rail station locations; partnership with CalTrans; third rail timeline; Union Pacific involvement; emission reduction studies; possibility of moving the existing Palm Springs station to a more accessible location; reasons for constructing a third rail as opposed to installing spurs to allow freight-commuter train sharing of existing tracks; and Amtrak’s interest in establishing a Los Angeles-Phoenix-Tucson commuter rail.

Taken out of Agenda order >>>

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Kay Wolff, La Quinta – spoke regarding the City’s Short-Term Vacation Rentals (STVR) Program. Ms. Wolff noted that the City ordinance has two flaws: (1) there is no end date for STVRs operating in residential neighborhoods, and (2) the ban on new permits can be rescinded by future Councils; Councilmembers will be lobbied by investors to lift the ban on new STVRs; residents are still living with STVR; and residents are waiting for Council to reaffirm its commitment to the ban on new permits and to strengthen the ordinance.

City Manager McMillen announced that a periodic review and discussion of the STVR program is scheduled for the first Council meeting in March.

CONSENT CALENDAR

- 1. APPROVE COUNCIL MEETING MINUTES OF JANUARY 17, 2023**
- 2. APPROVE PLANS, SPECIFICATIONS, ENGINEER’S ESTIMATE, AND ADVERTISE FOR BID THE CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2022-08**
- 3. AWARD CONTRACT TO CALIFORNIA COMMERCIAL POOLS, INC., FOR LA QUINTA PARK SPLASH PAD RENOVATION PROJECT NO. 2022-19**

4. **ACCEPT THE LA QUINTA LANDSCAPE IMPROVEMENTS PROJECT NO. 2016-03G, LOCATED AT THE LA QUINTA X-PARK, ON THE SOUTH SIDE OF WESTWARD HO DRIVE AND EAST SIDE OF DUNE PALMS ROAD**
5. **ACCEPT JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 2017-09, LOCATED AT THE INTERSECTION OF JEFFERSON STREET, SILVERROCK WAY AND HIDEAWAY ENTRANCE**
6. **ACCEPT WASHINGTON STREET AT AVENUE 50 AND CALLE TAMPICO SIDEWALK AND AMERICAN WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2019-23, LOCATED AT THE NORTHWEST CORNER OF WASHINGTON STREET AND AVENUE 50 AND THE SOUTHSIDE OF CALLE TAMPICO FROM CALLE OBISPO TO WASHINGTON STREET**
7. **AUTHORIZE OVERNIGHT TRAVEL FOR DEPUTY CITY CLERK TO ATTEND CITY CLERKS' ASSOCIATION OF CALIFORNIA TECHNICAL TRAINING FOR CLERKS SERIES 100 IN RIVERSIDE, CALIFORNIA, MARCH 13-17, 2023**
8. **AUTHORIZE OVERNIGHT TRAVEL FOR THREE PLANNING COMMISSIONERS AND ONE PLANNING STAFF MEMBER TO ATTEND THE ANNUAL LEAGUE OF CALIFORNIA CITIES PLANNING COMMISSIONERS ACADEMY IN GARDEN GROVE, CALIFORNIA, MARCH 29 – 31, 2023**
9. **AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE VINTAGE ASSOCIATES, INC., FOR ADDITIONAL SPENDING AUTHORITY UP TO \$175,000 FOR EXTRA WORK AND PURCHASE OF PLANT MATERIALS IN FISCAL YEAR 2022/23 WHEN THEY ARE THE QUALIFIED AND/OR LOWEST BIDDER**
10. **EXCUSE ABSENCES OF COMMISSIONER GUERRERO FROM THE JANUARY 24, 2023, PLANNING COMMISSION MEETING AND COMMISSIONER BATAVICK FROM THE FEBRUARY 2, 2023, FINANCIAL ADVISORY COMMISSION SPECIAL MEETING**
11. **APPROVE DEMAND REGISTERS DATED JANUARY 13, JANUARY 20, AND JANUARY 27, 2023**
12. **APPROVE DEMAND REGISTER FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JANUARY 27, 2023**

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve Consent Calendar Item Nos. 1 – 11 as recommended. Motion passed unanimously.

CONSENT CALENDAR ITEM NO. 12

COUNCILMEMBER MCGARREY RECUSED HERSELF FROM DISCUSSION AND VOTE ON THIS ITEM DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM A BUSINESS RELATIONSHIP WITH SOUTHERN CALIFORNIA GAS COMPANY

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve Consent Calendar Item No. 12 as recommended.

Motion passed – ayes 4, noes 0, abstain 1 (McGarrey), absent 0.

BUSINESS SESSION

1. APPROVE SECOND ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2022/23

COUNCILMEMBER MCGARREY STATED SHE SERVES AS A VOLUNTEER ON THE BOARD OF FRIENDS OF THE DESERT MOUNTAINS NON-PROFIT ORGANIZATION AND DOES NOT RECEIVE A STIPEND; THUS, THERE IS NO CONFLICT WITH HER PARTICIPATING IN THE DISCUSSION AND VOTE ON THIS ITEM

MAYOR EVANS STATED SHE SERVES ON THE COACHELLA VALLEY VOLUNTEERS IN MEDICINE, A NATIONAL NON-PROFIT ALLIANCE, AND DOES NOT RECEIVE A STIPEND; THUS, THERE IS NO CONFLICT WITH HER PARTICIPATING IN THE DISCUSSION AND VOTE ON THIS ITEM

Community Resources Manager Christina Calderon presented the staff report, which is on file in the Clerk’s Office.

Council discussed the evaluation process; encouraging students to write and apply for grant funds; partnering with the District Foundation; important work being done by these non-profit organizations; Coachella Valley Horse Rescue program and funding; and need for Angle Force data.

PUBLIC SPEAKERS: Rescue Operations Director Linda Dondero and Grant Writer Brenda Vatland with Coachella Valley Horse Rescue – introduced themselves and provided detailed information on the services they provide, including the veterans’ program, and children’s camp.

PUBLIC SPEAKER: Executive Director Tammy Martin with Friends of the Desert Mountains – introduced herself, provided details on the services they provide, including youth programs, and thanked Council for their continued support.

PUBLIC SPEAKER: Board Member and Secretary Aileen Alvarez with Shay’s Warriors – introduced herself, spoke about the services the organization provides to cancer survivors, and thanked Council for the starter grant.

MOTION – A motion was made and seconded by Councilmembers McGarrey/Sanchez to approve the second round of Community Services Grants for fiscal year 2022/23 as detailed below for a total combined grant funding of \$23,000:

- Angel Force \$0
- Angel View \$3,500
- Coachella Valley Horse Rescue \$4,500
- Coachella Valley Volunteers in Medicine \$5,000
- Friends of the Desert Mountains \$4,500
- La Quinta High School AVID* \$0
- Riverside County Sheriff Explorer Post 503 \$5,000
- Shay’s Warriors* \$500 starter grant

Motion passed unanimously.

2. APPOINT ONE COUNCILMEMBER TO SERVE ON THE PILLARS OF THE COMMUNITY, DISTINGUISHED ARTISTS, AND DISTINGUISHED ATHLETES AWARD PROGRAMS REVIEW SUBCOMMITTEE

Community Resources Analyst Michael Calderon presented the staff report, which is on file in the Clerk’s Office.

MOTION – A motion was made and seconded by Councilmembers Peña/McGarrey to appoint Councilmember Fitzpatrick to serve on the Pillars of the Community, Distinguished Artists, and Distinguished Athletes award programs review subcommittee as recommended. Motion passed unanimously.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 5:09 P.M.

MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 5:15 P.M. WITH ALL MEMBERS PRESENT

STUDY SESSION

1. DISCUSS IMPERIAL IRRIGATION DISTRICT (IID) CONTRACT EXPIRATION AND CONSIDER OPTIONS IN MOVING FORWARD THAT ADDRESS AGING EQUIPMENT AND STRESSED POWER GRID

City Manager McMillen presented the staff report, which is on file in the Clerk’s Office.

Council discussed the current focus and governance of IID; IID being a special district versus a stockholder corporation like Southern California Edison Co.; Riverside County’s non-representation on the IID Board; importance of representation on the IID Board if IID continues to provide service to La Quinta residents; inability for La Quinta to grow unless

infrastructure is upgraded and aging equipment replaced; allowance of self-generation by developers via wind, solar, gas, etc.; future existence of IID; both increased capacity for new in-fill projects and replacement of existing deteriorating infrastructure need significant funds and currently there is no source of those funds; need for media to cover this important matter, i.e., what entity will provide electricity in 2033, how will upgrades be funded, what will rates look like, will customers be represented, etc.; statewide move to electric-powered vehicles stressing the grid; challenge of resolving matter when there are multiple cities, jurisdictions, and agencies involved; unclear as to what entity owns the infrastructure; the 1934 Compromise Agreement terms, including the imprecise language on infrastructure ownership; City's ability to establish its own utility district; working with other City Attorneys to scrutinize and dissect the 1934 Compromise Agreement, subsequent agreements, and Agreement performance/non-performance; owner of infrastructure would be responsible for repairs and upgrades, and would be the entity to issue bonds to fund upgrades; City's options for buying/leasing land for a solar farm; possibility of Coachella Valley Water District (CVWD) providing electricity in the future; possibility of eastern Coachella Valley customers creating their own special district; Local Agency Formation Commission (LAFCO) energy study underway will provide governance options only, no recommendations; IID's Energy Consumers Advisory Committee (ECAC) and the newly formed IID Coachella Valley Energy Commission (CVEC) have no vote, authority, or power, only provide recommendations to the IID Board; past efforts of State Assemblyman Chad Mayes to get representation on the IID Board for all its customers; possibility of allowing off-grid, self-sustaining projects; conflict between mandated State affordable housing project and insufficient power to supply them; lead time for delivery of new generators, transformers and utility poles; important to provide incentives for rooftop solar installation in IID territory; the pending failure of IID transformers, wood poles, etc.; the need for IID to stockpile replacement equipment for emergencies, such as a major earthquake; need to explore the effect the proposed Chuckwalla National Monument, which contains IID transmission lines, would have on future energy service; getting County Supervisor Perez personally involved; providing guidelines to LAFCO regarding La Quinta's position; State's Public Utilities Commission does not have jurisdiction over IID because it is a special district, not a public utility company; LAFCO is the agency that has jurisdiction; need to engage regional partners; and importance of City Managers working daily behind-the-scenes to study problem and examine solutions.

PUBLIC SPEAKER: Philip Bettencourt, La Quinta, At-Large Commissioner on the IID CVEC – said it's important for each stakeholder city to develop its own economic and intellectual library of tools needed to protect constituents, and be an effective dealmaker when the time comes.

Council directed City Manager McMillen to continue to work with the other City Managers within the affected regions, and for the City Attorney to work with other City Attorneys representing the affected regions to determine options and solutions available to Council.

PUBLIC HEARINGS – None

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

3. STATE OF EMERGENCY RELATING TO NOVEL CORONAVIRUS DISEASE 2019 AND TELECONFERENCE ACCESSIBILITY FOR PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 2449 (RUBIO) (STATS. 2022, CH. 285) IMPLEMENTING NEW BROWN ACT PROVISIONS [GOVERNMENT CODE SECTION 54953 AND 54954.2]

City Clerk Radeva summarized the teleconference requirements and procedures under AB 2449.

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

Mayor Evans reported on her attendance at the Desert Sands Education Foundation fundraiser; Council’s attendance at the Dune Palm Bridge groundbreaking ceremony on January 30, 2023; the Patriot’s Luncheon; and the upcoming 100th birthday celebration for famous winemaker Miljenko “Mike” Grgich.

Councilmember Sanchez reported on his attendance at the Sotheby’s ribbon cutting event; and delivery of 90 tattered American flags to the American Legion for proper disposal.

Councilmember McGarrey reported on her attendance at the League of California Cities, City Council Academy.

REPORTS AND INFORMATIONAL ITEMS

La Quinta’s representative for 2023, Mayor Evans reported on her participation in the following organizations’ meetings:

- DESERT SANDS SCHOOL DISTRICT COMMITTEE
- GREATER PALM SPRINGS CONVENTION AND VISITORS’ BUREAU

La Quinta’s representative for 2023, Councilmember Fitzpatrick reported on her participation in the following organizations’ meetings:

- CVAG TRANSPORTATION COMMITTEE
- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta’s representative for 2023, Mayor Pro Tem Sanchez reported on his participation in the following organizations’ meetings:

- ANIMAL CAMPUS COMMISSION
- DESERT SANDS UNIFIED SCHOOL DISTRICT 2X2 COMMITTEE

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to adjourn at 6:33 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California



CITY COUNCIL MINUTES
SPECIAL MEETING
ANNUAL COMMUNITY WORKSHOP
WEDNESDAY, FEBRUARY 15, 2023

CALL TO ORDER

A special meeting of the La Quinta City Council was called to order at 5:10 p.m. by Mayor Evans to conduct the City's Annual Community Workshop at the La Quinta Wellness Center, located at 78450 Avenida La Fonda, La Quinta, CA 92253.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, and Mayor Evans

ABSENT: None

COMMUNITY MEMBERS SIGNED IN: 55

CITY STAFF PRESENT: 33

CONFIRMATION OF AGENDA – Confirmed

PLEDGE OF ALLEGIANCE

Mayor Evans led the audience in the Pledge of Allegiance

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS – None.

STUDY SESSION

1. ANNUAL COMMUNITY WORKSHOP: “RECONNECT, REIMAGINE, AND RECALIBRATE”

Mayor Evans welcomed all participants to the annual community workshop and explained the purpose of the workshop.

City Manager McMillen introduced himself, welcomed all participants, provided an overview of the workshop agenda and objectives, and affirmed La Quinta's sacred values set by the community:

- Health and Wellness
- High Quality Aesthetics
- Vibrant and Safe Community
- Visually Beautiful City
- Cultural Diversity

Finance Director Martinez presented the City's current financial status and priorities.

City Manager McMillen presented the City's initiatives and Big Rocks projects for fiscal year 2023/24:

- Strategic Plan – a document that outlines the direction of the organization; maps out the vision for the City's growth, and lists a plan on how to get there.
- Undergrounding Utilities – voted No. 1 priority by the residents at the 2022 Community Workshop; feasibility study underway.
- Imperial Irrigation District – electrical services – challenges due to the current capacity of a strained grid and the need to improve the existing infrastructure, which is at the end of its useful life; collaboration with agencies within the affected areas and efforts underway.
- Sphere of Influence – defines the area where the City can grow into in the future; feasibility study is underway.

Management Analyst Kinley presented the City's plans to increase the number of affordable housing units in La Quinta to meet the ever-increasing State Regional Housing Needs Allocation assessment and requirements.

Community Resources Manager Christina Calderon spoke of the City's efforts to implement upgrades to City parks, including additional shade structures and parking capacity.

Traffic Analyst Gunterson provided an overview of the City's Public Safety Camera System, objectives, costs, and efforts to complete the Phase II implementation, which will include additional areas to the system; details will be presented at the March 21, 2023, Council meeting.

Community Resources Analyst Michael Calderon provided an update on the City's Concerts in the Park series, including additional shows added over the last year, per residents' request at the 2022 Community Workshop.

Management Analyst Hansen provided an update on the City's efforts to install additional shade structures throughout City parks.

Community Resources Manager Christina Calderon provided an update that the Wellness Center operating hours were expanded to include Saturdays, and future efforts to include Sundays; and fitness center operations.

Design and Development Director Castro provided an update on the Highway 111 Corridor revisioning plan.

City Clerk Radeva provided an overview of the Short-Term Vacation Rental (STVR) Program characteristics, compliance status, and taxes, fees, and STVR Program costs for 2022, and a comparison to 2021 calendar year.

Director of Business Unit and Housing Development Villalpando provided an update on the City's efforts to comply with Senate Bill 1383 imposing organics recycling requirements throughout the State.

Community Resources Analyst Michael Calderon provided an update on the new X-Park facility, its operations and use.

Marketing Manager Graham spoke of the design updates recently implemented to The Gem local publication and the new Love La Quinta marketing campaign.

Taken out of Agenda order >>>

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Public comments were provided by several residents on the following subjects:

- Reducing speeding
- Police services contract
- Utilities undergrounding
- Talus development status update, including financing
- Street sweeping
- Cultural Campus design timeline
- Postal services for the Cove

PUBLIC SPEAKER: July Mickel, La Quinta – requested that additional pickleball courts be installed in La Quinta.

PUBLIC SPEAKER: Philip Bettencourt, La Quinta – expressed his gratitude and appreciation to the La Quinta Historical Society.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – inquired about the City’s postal services and expressed concern about recent mail theft reportings.

STUDY SESSION – Continued

1. ANNUAL COMMUNITY WORKSHOP: “RECONNECT, REIMAGINE, AND RECALIBRATE” – Continued

Staff presented the following five (5) projects to be voted on by residents:

- Fritz Burns Upgrades / Maintenance and Operations Yard
- Highway 111 Repaving (Jefferson St. to Washington St.) / Art Entry Monuments
- Village Parking enhancements
- Arts and Music Line Connector
- Drainage

Workshop participants were teamed by tables and asked to collaborate and come up with one (1) write-in project per table to be voted on by all workshop participants. The write-in projects below are listed in weighted ranking based on participants’ votes:

1. Better Roads
2. Road Diet to Reduce/Improve Speeding in the Cove
3. Community Gardens

4. Improving Historic Casita at Calle Tampico / Eisenhower Dr.
5. Traffic Barriers / More Bike Lanes
6. Bus Stop Shades
7. Additional Crosswalk Lights
8. Water Conservation / Turf Removal for Golf Courses
9. Art Commission
10. North La Quinta Community Center

The top five (5) write-in projects listed above were added to the five (5) projects presented by the City, and participants were asked to vote on their top three (3) projects based on their priority. The projects below are listed in weighted ranking order based on all participants' votes:

1. Fritz Burns Upgrades / Maintenance and Operations Facility
2. Road Diet to Reduce/Improve Speeding in the Cove
3. Improving Historic Casita at Calle Tampico / Eisenhower Dr.
4. Better Roads
5. Village Parking enhancements
6. Traffic Barriers / More Bike Lanes
7. Arts and Music Line Connector
8. Community Gardens
9. Highway 111 Repaving (Jefferson St. to Washington St.) / Art Entry Monuments
10. Drainage

CLOSING COMMENTS

Mayor Evans and Councilmembers thanked the participants for their time and commitment to La Quinta; and noted community input and engagement are vital in shaping our community's future and vision of tomorrow.

MAYOR'S AND COUNCILMEMBERS' ITEMS – None.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Peña/McGarrey to adjourn at 7:44 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California



**CITY COUNCIL
MINUTES
TUESDAY, FEBRUARY 21, 2023**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:43 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, Mayor Evans

ABSENT: None

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Ken Calvert, United States Representative for California's 41st Congressional District – Congressman Calvert introduced himself; stated that he has served in the U.S. Congress for 30 years, is the senior Republican in the State of California, is Chair of the Defense Appropriations subcommittee, and is 2nd ranking member on the Energy and Water Appropriations Committee; stated he is looking forward to representing residents of La Quinta; is seeking input from communities on what they need from the federal government; and announced that he has opened an office in Palm Desert to serve constituents.

Mayor Evans explained that she, along with Mayor Pro Tem Sanchez and city staff, met with Congressman Calvert and his staff to discuss challenges facing La Quinta and the Coachella Valley such as energy issues, infrastructure demands in the Valley, and the need for public safety grants.

CONFIRMATION OF AGENDA – Confirmed

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:48 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:09 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Sanchez led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Ronald Dennis, La Quinta – expressed concerns about the sand blowing from the Talus project site.

City Manager McMillen noted the ownership interests of the SilverRock/Talus site are shared between the Coachella Valley Water District, the City, and the Robert Green Company; and explained the dust mitigation measures in place.

PUBLIC SPEAKER: Jeff Fishbein, Chair of the La Quinta Chamber of Commerce, Coldwell Banker realtor, and La Quinta resident – announced the 16th annual 2023 La Quinta Car Show will be held on Saturday, February 25, 2023, at the La Quinta Community Park, from 9 a.m. to 3 p.m.; and updated Council on membership, city walks, GEM ad sales, ribbon cuttings, Chamber 101 mixers, and State-of-the-City event in October.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. TALUS – PROJECT STATUS UPDATE

President and CEO Robert Green of Robert Green Company addressed mitigation measures for blowing sand at the project site; informational meetings with golf course staff and homeowners’ associations; contacted Chamber of Commerce to get on its agenda; attendance at a gathering of concerned citizens; provided details on the project’s overall progress and sequence of activities onsite for 1) Montage Hotel and Spa, 2) Montage Guestrooms, 3) Montage Residences, 4) Conference and Shared Services Building, 5) Golf Clubhouse, 6) Pendry Residences, 7) Pendry Hotel; and loans and funding update.

Council discussed loans and funding; and contractors and subcontractors under contract, and ability to commence construction again, immediately when funding is secured.

CONSENT CALENDAR

- 1. AUTHORIZE OVERNIGHT TRAVEL FOR THE CITY CLERK AND DEPUTY CITY CLERK TO ATTEND THE ANNUAL LASERFICHE EMPOWER 2023 CONFERENCE IN LONG BEACH, CALIFORNIA, MAY 30 – JUNE 1, 2023**

2. **AUTHORIZE OVERNIGHT TRAVEL FOR FINANCIAL SERVICES ANALYST TO ATTEND THE CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION ANNUAL CONFERENCE IN SAN MATEO, CALIFORNIA, APRIL 25-28, 2023**
3. **EXCUSE ABSENCE OF COMMISSIONER TYERMAN FROM THE FEBRUARY 28, 2023, PLANNING COMMISSION MEETING**
4. **ADOPT RESOLUTION DESIGNATING SPEED LIMITS FOR JEFFERSON STREET FROM AVENUE 52 TO AVENUE 54 [RESOLUTION NO. 2023-002]**
5. **ADOPT RESOLUTION PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY FOR THE CITY DUE TO 2019 NOVEL CORONAVIRUS DISEASE EFFECTIVE FEBRUARY 28, 2023 [RESOLUTION NO. 2023-003]**
6. **ADOPT RESOLUTION TO APPROVE TIME EXTENSION TO COMPLETE ON-SITE IMPROVEMENTS FOR THE POLO VILLAS RESIDENTIAL DEVELOPMENT (TRACT MAP NO. 33085) LOCATED WEST OF MADISON STREET BETWEEN AVENUES 50 AND 52 [RESOLUTION NO. 2023-004]**
7. **APPROVE ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP NO.33085, POLO VILLAS, A RESIDENTIAL DEVELOPMENT LOCATED WEST OF MADISON STREET BETWEEN AVENUES 50 AND 52**
8. **APPROVE DEMAND REGISTERS DATED FEBRUARY 3 AND FEBRUARY 10, 2023**
9. **RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED DECEMBER 31, 2022**

CONSENT CALENDAR ITEM NOS. 4 AND 5 – COMMENTS

ITEM NO. 4: Mayor Evans commented the lowering of the speed limit on Jefferson St. is an action Council takes independent of the annual State study, based on a local traffic survey.

ITEM NO. 5: Mayor Evans and Councilmember Fitzpatrick thanked staff, the community, and businesses for their assistance and cooperation during the COVID-19 state-of-emergency.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve the Consent Calendar as recommended, with Item Nos. 4, 5, and 6 adopting Resolutions No. 2023-002, 2023-003, and 2023-004, respectively. Motion passed unanimously.

BUSINESS SESSION

1. ADOPT RESOLUTION TO APPROVE THE CITY'S GENERAL FUND BALANCE AND RESERVES POLICY [RESOLUTION NO. 2023-005]

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

Council discussed the natural disaster category recommended reserves; the timeframe to receive Federal Emergency Management Agency (FEMA) and State reimbursements; insured assets not being eligible for federal/state reimbursement; losses that exceed insurance would be eligible; eligibility of insurance deductibles; unassigned funds; and gratitude to the Financial Advisory Commission (FAC) and staff.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to adopt Resolution No. 2023-005 as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AND ADOPTING THE GENERAL FUND BALANCE AND RESERVES POLICY

Motion passed unanimously.

2. RECEIVE AND FILE FISCAL YEAR 2022/23 MID-YEAR BUDGET REPORT, APPROVE THE RECOMMENDED BUDGET ADJUSTMENTS, DESIGNATE RESERVE FUNDING ALLOCATIONS AND APPROVE ADDITIONAL DISCRETIONARY PAYMENT TO PAY OUTSTANDING PENSION OBLIGATIONS

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

Council discussed additional funding allocation to update the Play in LQ website; repairs and maintenance of the community pool due to increased use; wellness component for employees; City Hall HVAC expenses; vehicle replacements and electric vehicles; Fritz Burns Park future study session; park equipment shade structures; increased use of all City parks; funding for parks and long-term maintenance plans; paying off the City's unfunded pension liability; effect of unfunded liabilities on the City's future financial ratings; and impact of a recession on the unfunded liability.

PUBLIC SPEAKER: Richard (Dick) Mills, La Quinta – current Chair of the FAC, stated that the City is in an outstanding financial position as it has an additional \$5 million in the Pension Trust fund, which means the City is 100% funded on its pension liability.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to:

- Receive and file fiscal year 2022/23 Mid-Year Budget Report;
- Approve the recommended budget adjustments of \$840,000;
- Designate \$9 million in reserve funding allocations to fully fund the City’s updated reserves categories as follows:
 - ✓ Natural Disaster \$15 million (\$5 million increase from \$10 million)
 - ✓ Economic Downturn \$13 million (\$2 million increase from \$11 million)
 - ✓ Cash Flow \$ 5 million (no increase)
 - ✓ Capital Replacement \$12 million (\$2 million increase from \$10 million)
- Approve allocation of \$5.2 million from General Fund Unassigned Fund Balance and \$5 million from the Pension Trust fund to make an additional discretionary payment in fiscal year 2022/23 to pay down the City’s unfunded pension obligations.

Motion passed unanimously.

STUDY SESSION

1. DISCUSS SHORT-TERM VACATION RENTAL (STVR) PROGRAM CHARACTERISTICS, COMPLIANCE, AND ENFORCEMENT OVERVIEW FOR 2022 AND A COMPARISON TO 2021

City Clerk Radeva and Permit Technician Lorett presented the staff report, which is on file in the Clerk’s Office.

PUBLIC SPEAKER: Kay Wolff, La Quinta – requested that Council reaffirm the ordinances banning new STVR permits; improve and tighten enforcement with funds generated by STVRs; proposed that statistic showing no resident complaints to the STVR hotline may be due to residents giving up on satisfactory responses; proposed steps to restore public confidence in using the hotline service; offered steps to remove illegal operators and improve the program; and steps to educate residents.

PUBLIC SPEAKER: Jelena Tamm, La Quinta – provided information on STVRs in the Santa Rosa Cove residential community; and requested that new STVR permits be permitted in this HOA.

PUBLIC SPEAKER: Jelena Tamm, La Quinta resident and Board Member/representative of Vacation Rental Owners and Neighbors (VRON-LQ) (*used speaker time donated by Quinn Tamm, La Quinta*) – stated that the work of Code Enforcement, VRON-LQ, and STVR owners over the past years has resulted in a successful program; and offered assistance of VRON-LQ members should the City wish to discuss lifting the ban on new STVR permits.

Council discussed the number of entitled properties in the exempt areas; Santa Rosa Cove community’s vote to abide by City’s ban on new permits, and not be exempt from that ban, when Council discussed a possible code amendment to establish a process for

such amendments back in 2021; the successful results of the four-day test of the City's complaint hotline; entities that answer the hotline each day/time of its 24/7 coverage; misinformation regarding false complaints; noise complaints from owner-occupied properties; proactive surveillance of problem areas; need for continued vigilance on unpermitted rentals; Code Compliance collaboration with HOAs security; closing gaps that unpermitted renters find to circumvent the program; frequency and methods in place to verify the number of bedrooms in each rental and cross-checking advertisements; future discussion of adjusting the ban on new Homeshare permits; Council's desire to tackle unpermitted properties; need for data from group opposing all STVRs in order to evaluate problems they raise; encouraging resident to meet with staff with suggestions for program improvement; declining density of STVRs; inability to fairly deal with STVR-density per area blocks; and administrative appeals process is to provide the required due process to the responsible party.

Council reached a consensus and directed staff to bring a Study Session regarding consideration of lifting the ban on new STVR Homeshare permits; discussing a requirement for a four-fifth vote to change the current ban on the issuance of new STVR permits in permit ban areas; administration of the program in HOAs by HOA's security; and suggestions presented by public speaker Kay Wolff.

WRITTEN PUBLIC COMMENTS were received from the residents listed below, in alphabetical order, requesting that the issuance of new STVR permits be reinstated for the Santa Rosa Cove residential development; the comments were distributed to Council, made public, published on the City's website, and included in the public record of this meeting:

- Lorna and Zimmerman Beccaira, La Quinta
- Paul and Barbara Chrisman, La Quinta
- Ken Kristensen, La Quinta
- Bruce Romans, La Quinta
- Christian Schofield, La Quinta
- Peter and Susan Starrett, La Quinta
- Hilary Streeter, La Quinta
- Marcuse Strijdveen, La Quinta
- Nicole Strijdveen, La Quinta

PUBLIC HEARINGS – None

DEPARTMENTAL REPORTS – None

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Councilmember Peña reported on his attendance at the Date Festival Parade in Indio.

Mayor Evans reported on the annual Community Workshop, held on February 15, 2023; meeting India's Ambassador to the U.S.; Palm Springs Air Museum Gala; ribbon cuttings

for new La Quinta businesses; leadership talk to ASB students; Find Food Bank Giving Breakfast; and La Quinta Rotary Club.

Councilmember McGarrey reported on her meeting with the Girl Scouts.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2023, Mayor Evans reported on her participation in the following organizations' meetings:

- CVAG COACHELLA VALLEY CONSERVATION COMMISSION
- IMPERIAL IRRIGATION DISTRICT – COACHELLA VALLEY ENERGY COMMISSION

La Quinta's representative for 2023, Councilmember Fitzpatrick reported on her participation in the following organization's meeting:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta's representative for 2023, Councilmember Peña reported on his participation in the following organizations' meetings:

- MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
- CVAG HOMELESSNESS COMMITTEE

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers McGarrey/Sanchez to adjourn at 6:50 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DECLARATION AND DISPOSAL OF SURPLUS VEHICLES AND EQUIPMENT

RECOMMENDATION

Approve the declaration and disposal of surplus vehicles and equipment.

EXECUTIVE SUMMARY

- The City has accumulated surplus, obsolete and non-functional equipment that has limited market value and one City-owned motorcycle and street sweeper that have reached the end of their functional life (Surplus).
- Pursuant to the City's Surplus Supplies and Equipment Policy (Policy), Council must declare property surplus prior to sale.
- Upon Council approval, a notice for bid will be advertised in *The Desert Sun* and on the City's website.

FISCAL IMPACT

Proceeds from equipment sales will be deposited into the original fund they were purchased from, and vehicle sales will be deposited into the Equipment Replacement Fund (501-0000-45000), which includes a hauling cost for the street sweeper with The Auction Company (TAC) of approximately \$800. Advertising cost in *The Desert Sun* will be approximately \$200 and is budgeted in Finance (101-1006-60450, Advertising).

BACKGROUND/ANALYSIS

The Surplus consists of both functioning and non-functioning equipment that is no longer needed or has outlived its purpose (Attachment 1). Surplus items are identified by Department Directors as outlined by Policy. The Finance Department consolidates the items for Council's review.

Police motorcycles have a useful lifespan of approximately 5 years or 50,000 miles. The City has determined that this City-owned motorcycle has reached the end of its useful life. Per Policy, a Department Director may determine the estimated market value. The total estimated market value, per Kelley Blue Book, for the motorcycle is \$5,465, if considered in "good" condition (Attachment 2).

Upon Council approval, Surplus will be advertised for bid in The Desert Sun and on the City website. Staff is proposing the following schedule:

- Publication posting: March 10 and 17, 2023
- Bid deadline: March 24, 2023
- Bid opening: March 27, 2023

The City contracts for street sweeping through Burrtec and the Coachella Valley Association of Governments; the City owns a street sweeping unit that has reached its end of life and is currently inoperable and will be advertised and auctioned off by TAC. TAC owners have been in the auction industry for over 30 years specializing in selling for Government Agencies and the City has utilized their services in the past. The total estimated market value of the street sweeping unit, per vendors in the United States with similar products available, if considered in “good” condition, is \$50,000 (Attachment 2).

Per Policy, if no bids are received, the surplus equipment will be sold at auction, donated to a non-profit organization, or discarded.




ALTERNATIVES

Staff does not recommend an alternative action; this process occurs so that the City may discard surplus property and equipment.









Prepared by: Jessica Delgado, Management Assistant

Approved by: Claudia Martinez, Finance Director

Attachments: 1. List of Surplus Property and Equipment
2. List of Surplus Vehicles

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1413	Bicycle		Trek	Black	WTU343C3405D	Poor
1414	Bicycle		Trek	Black, Missing Seat	Unknown	Poor
1415	Bicycle		Trek	Black	WW2814357	Poor
1416	Bicycle		Trek	Black	WW2815300	Poor
1417	Bicycle		Trek	Black	WL3145757	Poor
1418	Bicycle		Trek	Black	W23254182	Poor
1419	Bicycle Helmets		Bell	One bag of 10 Black/White Helmets	Unknown	Poor
1420	Flashlight		Streamlight	Black	520875	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1421	Flashlight		Streamlight	Black	557570	Poor
1422	Flashlight		Maglight	Black	MCLM20021813	Poor
1423	Flashlight		Sure Fire	Black	PAT-6386730	Poor
1424	Electronics and Cables		Unknown	1 Box of Miscellaneous Electronics and Cables	Unknown	Poor
1425	Filing Cabinet		Unknown	Black, 2-Drawer with Key	N/A	Fair
1426	Bicycle Mount Rack		THULE	Black	1686974	Fair
1427	Bicycle Mounted Rack		THULE	Black	1924440	Fair
1428	GPS		TomTom	Black	L42118B01463	Fair

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1429	Computer Tower		HP, Pro Desk	Unknown	MXL5040VCV	Poor
1430	Computer Tower		Dell Optiplex 3020	Unknown	7T7SF02	Poor
1431	Computer Tower		HP, Pro Desk	Not Working	MXL5040VFC	Poor
1432	Computer Tower		Dell Optiplex 3020	Not Working	11475205202	Poor
1433	Computer Tower		HP, Pro Desk	Broken CD Rom Drive	2UA4210XZM	Poor
1434	Computer Tower		HP, Pro Desk	Not Working	MXL3520ZTR	Poor
1435	Computer Tower		HP Pro 3005MT	Not Working	MXL01918D8	Poor
1436	Monitor		NEC V221W	Unknown	9Y104588NA	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1437	Monitor		HP Elite Display E221i	Unknown	3CQ3201HGZ	Poor
1438	Monitor		HP L1750	Unknown	CNC820R818	Fair
1439	Monitor		HP Compaq LA2205wg	Working	3CQ3201MWC	Good
1440	Monitor		Dell	Working	CN-0GXY2M-QDC00-8A5-0NUB-A07	Good
1441	Scanner		Fujitsu Scan Snap ix500	Not Working	A13BC07828	Fair
1442	Monitor		Dell	Working	CN-0GXY2Z	Good
1443	Monitor		HP Elite Display E221i	Working	5OC5180013120BNW	Fair
1444	Laptop		Panasonic CF-74	Black and Grey	Unknown	Unknown

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1445	Computer Tower		Unknown	Unknown if Working	MXL5501R9V	Poor
1446	Computer Keyboards		Unknown	Several Keyboards	N/A	Poor
1447	Universal Forensic Extraction Device		Celebrite	Extraction Device with Carrying Bag	Unknown	Unknown
1448	Hearing Devices		Hamilton Buhl, Model ALSR700/Dual Channel Receiver	Total of 6, Working and Includes Case	N/A	Good
1449	Haul Trailer		Carry-on	2006 Cargo Trailer	4YMCL1266T058151	Good
1450	Concrete Mixer		Muller Mixer	Mixer with Tow Bar	135700	Fair
1451	Chairs		A-Line	Total of 56 White Chairs	N/A	Good
1452	Street Stencils		Unknown	Several	N/A	Poor
1453	Welder		Lincoln Elect 3200 HD	Unknown	Unknown	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1454	Paint Sprayer		Unknown	Walk Behind Paint Sprayer	Unknown	Poor
1455	Air Tank		Mid-West Products	Portable, 9 Gallon	N/A	Good
1456	Office Desk		National Waveworks	End Panel, Laminated	17306	Good
1457	Sawzall		Rigid	Total of 2, Battery Operated	Unknown	Poor
1458	Van Shelving		Weather Guard	Storage Shelving	N/A	Good
1459	Tool Box		Kobalt	Black Truck Bed Tool Box	N/A	Fair
1460	Tool Box		Husky	Black Truck Bed Tool Box	N/A	Fair
1461	Tool Box		Weather Guard	Black Truck Bed Tool Box	N/A	Fair

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1462	Tool Box		Craftsman	Black Truck Bed Tool Box	N/A	Fair
1463	Tool Box		Craftsman	Black Truck Bed Tool Box	N/A	Fair
1464	Tool Box		Unknown	1 Set of Side Mount Truck Tool Boxes	N/A	Fair
1465	Tool Box		Unknown	1 Set of Side Mount Truck Tool Boxes	N/A	Fair
1466	Tool Box		Unknown	1 Set of Side Mount Truck Tool Boxes	N/A	Fair
1467	Tool Box		Unknown	1 Set of Side Mount Truck Tool Boxes	N/A	Fair
1468	Ladder Rack		Unknown	Retractable	N/A	Good
1469	Office Supplies		Several	Box of Several Office Supplies	N/A	Fair









Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1470	Office Supplies		Several	Box of Several Office Supplies	N/A	Fair
1471	Office Supplies		Several	Box of Several Office Supplies	N/A	Fair
1472	Filing Cabinet		Unknown	Black, 2-Drawer with Key	N/A	Fair
1473	Mobile Printers		Zebra RW420	Black, Total of 5	Several	Fair
1474	Ticket Writer and Docking Stations		Zebra	Unknown if Working	Unknown	Fair
1475	Power Adapter		Zebra	Black	BGA12V50W0WW-163545524	Good
1476	Power Adapter		Zebra	Black	BGA12V50W0WW-163545521	Good
1477	Power Adapter		Zebra	Black	BGA12V50W0WW-163545528	Good

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1478	Power Adapter		Zebra	Black	BGA12V50W0WW-163545460	Good
1479	Battery Pack		Zebra	Unknown if Working	27707SJS0350R4	Fair
1480	Random Chargers and Cables		Several	One Box of Random Charger and Cables	Unknown	Poor
1481	Filing Cabinet		Unknown	Small, Tan, 3-drawer	N/A	Poor
1482	Filing Cabinet		Unknown	Small, Black, 3-drawer	N/A	Fair
1483	Filing Cabinet		Unknown	Small, Black, 3-drawer	N/A	Fair
1484	Filing Cabinet		Unknown	Small, Black, 3-drawer	N/A	Fair
1485	Tracker		Unknown	Unknown	2121	Fair

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1486	Tracker		Unknown	Unknown	2074	Fair
1487	Small Rechargeable batteries		Unknown	Total of 3	N/A	Poor
1488	Filing Cabinet		Unknown	Large, 2-drawer	N/A	Fair
1489	Stackable Chairs		Unknown	Black	N/A	Fair
1490	GPS		TomTom	Unknown if Working	L42118A00574	Fair
1491	GPS		TomTom	Unknown if Working	L43128A01417	Fair
1492	GPS		TomTom	Unknown if Working	L42118C00835	Fair
1493	GPS		TomTom	Unknown if Working	L42118A00278	Fair

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1494	GPS		TomTom	Unknown if Working	L43128D01222	Fair
1495	Motorcycle Helmet		Nell Memorial Foundation	Green / Tan	MB355544	Poor
1496	Motorcycle Helmet		Nell Memorial Foundation	Green / Tan	ML125615	Poor
1497	Motorcycle Side Saddle Box		Unknown	Black / White	None	Fair
1498	Security Kit		Kwikset	Serveral Locksets	None	Poor
1499	Adjustable motorcycle levers		Ride It Forever, Model Ninja 650R	Not Used	Unknown	Good
1500	Ht Radio with Charging Station		Motorola Radius P110	Unknown	Unknown	Fair
1501	Random Cords		Unknown	Box of Several Cords	N/A	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1502	Voice Recorder		Sony M-570V	Unopened	Unknown	Good
1503	Flashlight		Surefire	Unknown	PAT.6386730	Poor
1504	Dash Cam		Roav R2210	Unknown if Working	Unknown	Poor
1505	Motorcycle Charger		Speed Charge 600 A	Unknown	Unknown	Fair
1506	Motorcycle Charger		Speed Charge 600 A	Unknown	Unknown	Fair
1507	Battery Tester		Optimate5 TM221	Unknown	Unknown	Poor
1508	Charging Station		BMW	12V	Unknown	Fair
1509	Bag		Targus	Black	N/A	Fair


Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1510	Cables		Unknown	1 Bag of Several Random Cables	N/A	Unknown
1511	Cell Phones and Cases.		Apple Iphone5s, Cases Unknown	Box of Several Cell Phones and Cell Phone Cases	Several	Fair
1512	Computer Tower		Dell Optiplex 3050	Unknown	GT9F6F2	Good
1513	Computer Tower		Dell Optiplex 3020	Unknown	62JZFZ1	Good
1514	Computer Tower		Dell Optiplex 3020	Unknown	5924H02	Good
1515	Computer Tower		Dell Optiplex 3020	Unknown	62NYFZ1	Good
1516	Computer Tower		Dell Optiplex 3020	Unknown	62BZFZ1	Good
1517	Computer Tower		Dell Optiplex 3020	Unknown	5ZZYFZ1	Good

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1518	Computer Tower		Dell Optiplex 3020	Unknown	2TS6H02	Good
1519	Computer Tower		Dell Optiplex 3020	Unknown	17WS382	Good
1520	Computer Tower		Dell Optiplex 3020	Unknown	60ZZFZ1	Good
1521	Computer Tower		Dell Optiplex 3020	Unknown	992LPZ1	Good
1522	Computer Tower		Dell Optiplex 3040	Unknown	3C78JG2	Good
1523	Laptop		HP Stream 11 Pro	Notebook	5CD6511PVB	Fair
1524	Docking station		Dell K09A	Missing Components	N/A	Good
1525	Docking station		Dell K09A	Missing Components	N/A	Good

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1526	Docking station		Dell K09A	Missing Components	N/A	Good
1527	Docking station		Dell K09A	Missing Components	N/A	Good
1528	Wireless Headset with Docking station		Paltronic	Cracked	N/A	Poor
1529	Computer Tower		HP P6000	Unknown	4CE0421KY	Fair
1530	Computer Tower		HP Z220	Unknown	2YA4201C24	Good
1531	Computer Tower		Dell Optiplex 3050	Unknown	HM6TJK2	Good
1532	Laptop		HP Stream 11	Missing Charger	5CD6511PWD	Good
1533	Computer Tower		HP Pro 3400	Unknown	MXL2350KTL	Good


Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1534	Monitor		Dell P2414Hb	Red Line in Middle of Screen	CN-0524N3-42C-2W2L	Poor
1535	Monitor		Dell P2414Hb	Red Line in Middle of Screen	CN-0524N3-74261-450-6GGL	Poor
1536	Monitor		Gateway TFT1780PS+	Unknown	MW679B0N03063	Poor
1537	Monitor		HP W2371d	Unknown	6CM3202YBR	Fair
1538	Monitor		Dell P2414Hb	Red Line in Middle of Screen	CN-0524N3-74261-42C-2WTL	Fair
1539	Monitor		Acer AL2616W	Unknown	71600318542	Fair
1540	Monitor		HP LA2405X	Unknown	CN431910TK	Fair
1541	Phones		Mitel	Not Working, Box of 9 Phones	N/A	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1542	Laptop		Acer Chrome Book	Missing Charger	NXG85AA001652053F37600	Fair
1543	Laptop		Acer Chrome Book	Missing Charger	NXG85AA0016520FE7600	Fair
1544	Laptop		Acer Chrome Book	Missing Charger	NXG85AA0016520F3337600	Fair
1545	Laptop		Acer Chrome Book	Missing Charger	NXG85AA0016520F3B7600	Fair
1546	Laptop		Acer Chrome Book	Missing Charger	2A27600	Fair
1547	Laptop		Acer Chrome Book	Missing Charger	20E7600	Fair
1548	Laptop		Acer Chrome Book	Missing Charger	33D7600	Fair
1549	Laptop		Acer Chrome Book	Missing Charger	2CB7600	Fair



Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1550	Laptop		HP D40	Missing Charger	CNU9326X3D	Fair
1551	Laptop		Apple A1466	Missing Charger	C1MTD05BH3QF	Good
1552	Laptop		Dell E7440	Missing Charger	7LG9XZ1	Good
1553	Laptop		Dell M2800	Missing Battery	H84SJ72	Good
1554	Laptop		Dell M2800	Missing Battery	7XZSJ72	Good
1555	Laptop		Dell M2800	Missing Battery	4WB2262	Good
1556	Laptop		Dell M2800	Missing Battery	1543J72	Good
1557	Laptop		Dell Inspiron 15R	Missing Parts	J667602	Good

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1558	Laptop		Dell Inspiron 15R	Missing Parts	D567602	Poor
1559	Key Boards		Unknown	Several	N/A	Poor
1560	Computer Mouses		Unknown	Box of 14	N/A	Poor
1561	Speakers		Unknown	Box of 5 Pairs	N/A	Poor
1562	Docking Station		Dell D6000	Missing Components	N/A	Poor
1563	Laptop		Dell E7440	Not Working	G6H9XE1	Poor
1564	Body Worn Camera		SafariLand LE5	Inflated Battery	N/A	Poor
1565	Body Worn Camera		SafariLand LE6	Inflated Battery	N/A	Poor

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1566	Cell Phone		Apple iPhone	Cracked Screen	N/A	Poor
1567	Cell Phone		Apple iPhone	Cracked Screen	N/A	Poor
1568	Power Supply		Super MicR	Faulty	N/A	Fair
1569	Scanner		Kodak i2400	Missing Parts	48178577	Fair
1570	Printer		HP LaserJet 1022n	Water Damage	VNB3M26307	Poor
1571	Scanner		Fujitsu S500	Missing Components	40820	Fair
1572	Phone Side Module		Mitel BB424	Missing Components	0010495D7F04	Good
1573	Modern Décor		Unknown	7pc Set	N/A	Good

Item Number	Item	Photo	Brand/Model	Description	Serial number	Condition
1574	Modern Décor		Unknown	7pc Set	N/A	Good
1575	Stackable Chairs		Unknown	White, Total of 10	N/A	Poor

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Inventory Number	Item Type	Picture	Model/Brand/Description	Serial number	Condition	City ID or License Number	Operational	Value if in "good" Condition
V-1	Street Sweeper		2007 Schwarze Regeneterive Air 8.4 cub.yrd. Hopper, A-7000 CNG	49HXCP0057DX66290	POOR	Unit 64	Not Running	\$50,000 - Per TruckSite.com
V-2	Motocycle		2006 Honda ST1300	JH2SC51716M400005	POOR	3008659	Not Running	\$5,465 - per Kelly Blue Book

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City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR ONE COUNCILMEMBER TO ATTEND THE LEAGUE OF CALIFORNIA CITIES CITY LEADERS SUMMIT IN SACRAMENTO, CALIFORNIA, APRIL 12-14, 2023

RECOMMENDATION

Authorize overnight travel for one Councilmember to attend the League of California Cities City Leaders Summit in Sacramento, California, April 12-14, 2023.

EXECUTIVE SUMMARY

- The League of California Cities (League) is an association of California cities who collaborate to exchange information and combine resources to influence state legislation.
- The League's City Leaders Summit (Summit) is an educational event that allows city officials to influence state policy decisions, gain leadership skills and participate in discussion forums and networking.

FISCAL IMPACT

Estimated expenses are \$1,900 per attendee; this cost includes conference registration, lodging, air travel, and meals. Funds are available in the City Council travel and training account (101-1001-60320).

BACKGROUND/ANALYSIS

The League's Summit provides an opportunity for local leaders to learn from leading experts as well as from their peers. During the event, city leaders will have the opportunity to spend a full day meeting with legislators to discuss the most pertinent issues affecting their cities. Educational sessions and forums will include topics such as legislative advocacy, State's climate goals, housing, public safety, and communication.

ALTERNATIVES

Council may elect not to authorize this request.

Prepared by: Jennifer Nelson, Management Specialist
Approved by: Jon McMillen, City Manager

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City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED FEBRUARY 17 AND FEBRUARY 24, 2023

RECOMMENDATION

Approve demand registers dated February 17 and February 24, 2023.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	7,169,761.68
Successor Agency of RDA	\$	-
Housing Authority	\$	14,029.76
	\$	<u>7,183,791.44</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for February 17 and February 24, 2023.

Warrants Issued:

210181-210237	\$	1,678,815.24
210238-210284	\$	3,099,783.77
Wire Transfers	\$	2,110,846.85
Payroll Tax Transfers	\$	52,387.71
Payroll Direct Deposit	\$	243,311.87
Voids	\$	(1,354.00)
	\$	<u>7,183,791.44</u>

Three checks in the amount listed above were voided and reissued due to non-receipt.

The most significant expenditures on the demand registers are:

Vendor	Account Name	Amount	Purpose
Burrtec Waste & Recycling Services	Various	\$2,789,495.31	Property Tax Payments
Jacobsson Engineering Construction, Inc	Construction	\$863,481.00	Jefferson & Ave 53 Roundabout Progress Payment
Urban Habitat	Construction	\$464,573.06	Topaz, X-Park & Rancho Ocotillo Landscape Progress Payments
Visit Greater Palm Springs	TBIS Due to VGPS	\$120,266.38	FY 22/23 Q2 STVR TBID Collections
Vintage Associates ⁽¹⁾	Various	\$86,756.71	Park Landscape Maintenance

(1) Payments were made on 2/17/23 & 2/24/23

Wire Transfers: Eleven transfers totaled \$2,110,847. Of this amount, \$1,740,815 was to US Bank Trust for bond debt service, and \$248,576 was to Landmark. (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	YTM
Purchase	Federal Farm Credit Bank	Agency	\$ 1,000,000	2/15/2023	3.870%	3.980%
Purchase	United States Treasury	Treasury	\$ 1,000,000	2/15/2023	3.250%	4.070%
Purchase	Liberty First Credit Union	CD	\$ 248,000	2/21/2023	4.500%	4.500%
Maturity	Servisfirst Bank	CD	\$ 248,000	2/21/2023	1.600%	

Prepared by: Jesse Batres, Account Technician
 Approved by: Claudia Martinez, Finance Director

Attachments: 1. Demand Registers
 2. Wire Transfers

Demand Register

Packet: APPKT03388 - 02/17/2023 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
GALLS LLC	210207	1/17/23 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	119.70
GALLS LLC	210207	01/19/23 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	243.54
GALLS LLC	210207	1/30/23 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	204.78
CHARTER COMMUNICATIONS ...	210190	02/03-03/02/23 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
DECKARD TECHNOLOGIES, INC.	210197	01/2023 - RENTALScape	Professional Services	101-1005-60103	3,750.00
LOGIC COMPENSATION GROU...	210215	02/07/23 - RECLASS CITY JOB DESCRIPTIO...	Professional Services	101-1004-60103	1,200.00
PVP COMMUNICATIONS INC	210221	2/3/23 - MOTOR RADIO REPAIR	Special Enforcement Funds	101-2001-60175	1,663.72
DESERT TREE SPRAYING	210202	02/10/23 - FIRE ANT TREATMENT AT SRR ...	Maintenance/Services	101-3005-60691	300.00
POWERS AWARDS INC	210220	1/20/23 - 5 YEAR AWARD PLAQUES (7)	Employee Recognition Events	101-1004-60340	380.09
SOCAL LIGHTING PROS	210228	2/1/23 - FINAL HOLIDAY TREE STORAGE/L...	Community Experiences	101-3003-60149	2,406.53
RUDY, LORI A	210226	02/09/23 - ESSENTIAL FITNESS CLASS	Instructors	101-3002-60107	196.00
RUDY, LORI A	210226	02/09/23 - ESSENTIAL FITNESS DI CLASSES	Instructors	101-3002-60107	67.20
WILLIAMS, BILLEE	210237	02/09/23 - PILATES CLASS	Instructors	101-3002-60107	490.00
SHIRY, TERESA	210227	02/09/23 - BALLROOM BEGINNING CLASS	Instructors	101-3002-60107	210.00
VIELHARBER, KAREN	210234	02/09/23 - GENTLE YOGA CLASS	Instructors	101-3002-60107	231.00
VIELHARBER, KAREN	210234	2/09/23 - GENTLE YOGA TUESDAY CLASS	Instructors	101-3002-60107	168.00
VIELHARBER, KAREN	210234	02/29/23 - GENTLE YOGA CLASSES	Instructors	101-3002-60107	36.40
VIELHARBER, KAREN	210234	02/09/23 - GENTLE YOGA TUESDAY DI CLA...	Instructors	101-3002-60107	27.30
NOVAK, JAN	210218	02/09/23 - PICKLEBALL 101 BEGINNER CL...	Instructors	101-3002-60107	700.00
JENSEN, SHARLA W	210213	02/09/23 - 1 DAY SESSION CLASSES	Instructors	101-3002-60107	144.00
JENSEN, SHARLA W	210213	02/09/23 - PERSONAL TRAINING 6 SESSIO...	Instructors	101-3002-60107	264.00
HEWETT, ATSUKO YAMANE	210209	02/09/23 - TAI CHI YANG CLASS	Instructors	101-3002-60107	176.40
HEWETT, ATSUKO YAMANE	210209	2/9/23 - TAI CHI YANG DI CLASS	Instructors	101-3002-60107	16.80
DESERT CONCEPTS CONSTRUC...	210199	02/01/23 - FB PARK GATE REPAIR	Maintenance/Services	101-3008-60691	4,200.00
VINTAGE ASSOCIATES	210235	11/8/22 - CIVIC CENTER PARK PLANTS	Materials/Supplies	101-3005-60431	840.00
VINTAGE ASSOCIATES	210235	11/8/22 - CIVIC CENTER PARK PLANTS	Materials/Supplies	101-3005-60431	2,820.00
VINTAGE ASSOCIATES	210235	11/30/22 - CIVIC CENTER PARK REPAIRS A...	Maintenance/Services	101-3005-60691	680.00
VINTAGE ASSOCIATES	210235	1/28/23 - DESERT PRIDE DG INSTALL	Maintenance/Services	101-3005-60691	3,400.00
NI GOVERNMENT SERVICES INC	210217	01/2023 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	87.35
CIVICPLUS, LLC	210191	1/27/23 - LQ MUNICIPAL CODE CODIFICAT...	Professional Services	101-1005-60103	714.00
ODP BUSINESS SOLUTIONS, LLC	210219	09/23/22 - OFFICE SUPPLIES	Office Supplies	101-1002-60400	34.26
ODP BUSINESS SOLUTIONS, LLC	210219	09/23/22 - PRESENTER FOR EAST CONFER...	Office Supplies	101-1002-60400	33.44
ODP BUSINESS SOLUTIONS, LLC	210219	10/31/22 - MISCELLANEOUS CREDIT	Office Supplies	101-1002-60400	-2.41
KEENAN & ASSOCIATES	210214	09/1/22-09/1/23 - EMPLOYEE VIRTUAL B...	Consultants/Employee Services	101-1004-60104	510.00
ODP BUSINESS SOLUTIONS, LLC	210219	02/01/23 - EXTENSION CORD	Operating Supplies	101-1005-60420	16.50
ODP BUSINESS SOLUTIONS, LLC	210219	02/03/23 - CLIPBOARD & PAPER PUNCHER	Office Supplies	101-6004-60400	34.96
ODP BUSINESS SOLUTIONS, LLC	210219	02/03/23 - STAPLE GUN	Office Supplies	101-6004-60400	36.30
STAPLES ADVANTAGE	210229	02/02/23 - BATTERIES	Operating Supplies	101-7001-60420	20.00
STAPLES ADVANTAGE	210229	02/04/23 - OFFICE SUPPLIES	Office Supplies	101-7001-60400	122.99
STAPLES ADVANTAGE	210229	02/05/23 - OFFICE SUPPLIES	Office Supplies	101-3005-60400	19.13
STAPLES ADVANTAGE	210229	02/07/23 - PRINTER INK CARTRIDGE	Office Supplies	101-3002-60400	75.91
STAPLES ADVANTAGE	210229	02/08/23 - OFFICE SUPPLIES	Office Supplies	101-3002-60400	302.22
STAPLES ADVANTAGE	210229	02/09/23 - OFFICE SUPPLIES	Operating Supplies	101-6006-60420	38.68
RASA/ERIC NELSON	210222	01/25/23 - LLA 2022-0010 ONCALL MAP C...	Map/Plan Checking	101-7002-60183	420.00
HIGH TECH IRRIGATION INC	210210	02/08/23 - CATCHY TRASH CAN	Materials/Supplies	101-3005-60431	49.94
VERIZON WIRELESS	210233	12/26/22-01/25/23 - LQPD CELL (6852)	Telephone - Utilities	101-2001-61300	875.77
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water - Utilities	101-2002-61200	111.05
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	25.88
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water -Community Park - Utiliti...	101-3005-61209	172.53
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water - Utilities	101-3008-61200	24.71
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	Water - Utilities	101-2002-61200	256.14
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	Water -Monticello Park - Utiliti...	101-3005-61201	3,557.52
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	184.21

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	Water - Utilities	101-3008-61200	71.30
DESERT RESORT MANAGEMENT	210201	01/2023 - SECURITY PATROL SERVICES	Professional Services	101-6004-60103	3,883.51
FREGOSO, JESUS H.	210204	2/23/23 - BALANCE EMPLOYEE BANQUET ...	Employee Recognition Events	101-1004-60340	1,000.00
VISIT GREATER PALM SPRINGS	210236	Q2 FY22/23 STVR TBID COLLECTIONS	TBID Due to VGPS	101-0000-20303	126,596.18
VISIT GREATER PALM SPRINGS	210236	Q2 FY22/23 STVR TBID COLLECTIONS	VGPS TBID Admin Fee	101-0000-43635	-6,329.80
BATUTA, DANIELE	210186	FY 22/23 ANNUAL WELLNESS DOLLARS D...	Annual Wellness Dollar Reimb...	101-1004-50252	149.99
CASTRO, DANNY	210188	FY 22/23 ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	187.89
CLAYTON JR., DUANE	210192	FY 22/23 ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
FREGOSO, JESUS H.	210203	2/23/23 - DEPOSIT EMPLOYEE BANQUET ...	Employee Recognition Events	101-1004-60340	400.00
ANGEL VIEW, INC.	210182	FY 22/23 COMMUNITY SERVICE GRANT	Grants & Economic Developm...	101-3001-60510	3,500.00
RIVERSIDE CO. SHERIFF EXPLO...	210224	FY 22/23 COMMUNITY SERVICE GRANT	Grants & Economic Developm...	101-3001-60510	5,000.00
FRIENDS OF THE DESERT MOU...	210205	FY 22/23 COMMUNITY SERVICE GRANT	Grants & Economic Developm...	101-3001-60510	4,500.00
COACHELLA VALLEY VOLUNTE...	210194	FY 22/23 COMMUNITY SERVICE GRANT	Grants & Economic Developm...	101-3001-60510	5,000.00
COACHELLA VALLEY HORSE RE...	210193	FY 22/23 COMMUNITY SERVICE GRANT	Grants & Economic Developm...	101-3001-60510	4,500.00
FRONTIER COMMUNICATIONS...	210206	02/2023 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	49.09
FRONTIER COMMUNICATIONS...	210206	01/28-02/27/23 - SPORTS COMPLEX PHO...	Telephone - Utilities	101-3005-61300	53.12
BANK OF THE WEST	210183	01/6/23 - ROOF TILE FOR LQ PARK SALES ...	Sales Taxes Payable	101-0000-20304	-94.34
BANK OF THE WEST	210183	01/6/23 - ROOF TILE FOR LQ PARK	Materials/Supplies	101-3008-60431	1,172.54
BANK OF THE WEST	210183	1/1-12/31/23 - SESAC MUSIC LICENSE	Community Experiences	101-3003-60149	1,104.00
BANK OF THE WEST	210183	1/18/23 - OFFICE SUPPLIES	Office Supplies	101-1002-60400	114.64
BANK OF THE WEST	210183	1/6/23 - USB C ADAPTERS (2)	Operating Supplies	101-1002-60420	16.30
BANK OF THE WEST	210183	12/28/22 - RETURNED CITYWIDE COPY PA...	Citywide Supplies	101-1007-60403	-630.48
BANK OF THE WEST	210183	12/28/22 - CITYWIDE DISPOSABLE CUPS	Citywide Supplies	101-1007-60403	20.65
BANK OF THE WEST	210183	1/4/23 - (4) WALL CLOCKS, FLAG & FLAGP...	Operating Supplies	101-3002-60420	112.76
BANK OF THE WEST	210183	1/9/23 - RETURNED FLAGPOLE RINGS	Operating Supplies	101-3002-60420	-10.86
BANK OF THE WEST	210183	01/2023 - MAILCHIMP	Membership Dues	101-3007-60351	175.00
BANK OF THE WEST	210183	02/2023 - APPLE MUSIC/STORAGE	Membership Dues	101-3007-60351	22.95
BANK OF THE WEST	210183	1/23/23 - SPACE HEATER	Materials/Supplies	101-3008-60431	26.09
BANK OF THE WEST	210183	1/5/23 - CITYWIDE DISPENSER HAND SANI...	Materials/Supplies	101-3008-60431	254.46
BANK OF THE WEST	210183	1/5/23 - CITYWIDE DISPENSER HAND SANI...	Materials/Supplies	101-3008-60431	742.68
BANK OF THE WEST	210183	01/2023 - DESERT SUN	Subscriptions & Publications	101-6001-60352	11.98
BANK OF THE WEST	210183	1/9/23 - CHAIR FOR CODE	Office Supplies	101-6004-60400	163.11
BANK OF THE WEST	210183	1/19/23 - APA NETWORKING NIGHT D.CA...	Travel & Training	101-6001-60320	10.00
BANK OF THE WEST	210183	01/19/23 - CV PLANNING LUNCHEON	Travel & Training	101-6001-60320	224.21
BANK OF THE WEST	210183	1/19/23 - APA NETWORKING NIGHT C.FLO...	Travel & Training	101-6002-60320	10.00
BANK OF THE WEST	210183	01/23/23 - BUILDING ICC MEMEBERSHIP	Membership Dues	101-6003-60351	348.00
BANK OF THE WEST	210183	01/23/23 - BUILDING ICC SUBSCRIPTION	Subscriptions & Publications	101-6003-60352	648.00
BANK OF THE WEST	210183	01/30/23 - CV DEPUTY/ASSISTANT CM LU...	Travel & Training	101-1002-60320	557.15
BANK OF THE WEST	210183	01/30/23 - SNACKS FOR STOCK FUTURE M...	Office Supplies	101-1002-60400	77.45
BANK OF THE WEST	210183	01/05/23 - DRINKS FOR IN HOUSE MEETI...	Office Supplies	101-1002-60400	26.55
BANK OF THE WEST	210183	01/30/23 - SNACKS FOR STOCK FUTURE M...	Office Supplies	101-1002-60400	22.06
BANK OF THE WEST	210183	12/30/22 - IMSA JOB POSTING TRAFFIC SI...	Recruiting/Pre-Employment	101-1004-60129	300.00
BANK OF THE WEST	210183	01/03/23 - LOBBY COFFEE MACHINE SERV...	Citywide Supplies	101-1007-60403	182.12
BANK OF THE WEST	210183	01/11/23 - BRAND REFRESH PROMO ITEMS	Promotional Items	101-3007-60134	1,185.87
BANK OF THE WEST	210183	01/11/23 - VIDEO PRODUCTION EQUIPM...	Operating Supplies	101-3007-60420	637.27
BANK OF THE WEST	210183	01/18/23 - PADFOLIOS FOR COUNCIL	Marketing & Tourism Promoti...	101-3007-60461	346.01
BANK OF THE WEST	210183	1/23/23 - ACRYLIC SHEETS (5) SALES TAX	Sales Taxes Payable	101-0000-20304	-6.56
BANK OF THE WEST	210183	1/20/23 - SNACKS & WATER FOR AMEX	LQ Police Volunteers	101-2001-60109	177.87
BANK OF THE WEST	210183	1/19/23 - DINNER FOR AMEX STAFF	LQ Police Volunteers	101-2001-60109	289.66
BANK OF THE WEST	210183	1/19/23 - DINNER FOR AMEX STAFF	LQ Police Volunteers	101-2001-60109	260.68
BANK OF THE WEST	210183	1/18/23 - MOBILE PRINTER	Disaster Prep Supplies	101-2002-60406	209.92
BANK OF THE WEST	210183	1/23/23 - ACRYLIC SHEETS (5)	Operating Supplies	101-3002-60420	81.51
BANK OF THE WEST	210183	1/16/23 - EASTER BASKET SUPPLIES	Community Experiences	101-3003-60149	4,844.95
BANK OF THE WEST	210183	1/19/23 - EASTER BASKET SUPPLIES	Community Experiences	101-3003-60149	1,853.54
BANK OF THE WEST	210183	1/3/23 - MUSIC LICENSE FOR SPECIAL EVE...	Community Experiences	101-3003-60149	402.93
BANK OF THE WEST	210183	2/1/23-1/31/24 REGISTRATION FEE XC345...	Annual Permits/Inspections	101-3008-60196	218.00
BANK OF THE WEST	210183	2/1/23-1/31/24 REGISTRATION FEE XC345...	Annual Permits/Inspections	101-3008-60196	218.00
BANK OF THE WEST	210183	2/1/23-1/31/24 REGISTRATION FEE XC172...	Annual Permits/Inspections	101-3008-60196	218.00
BANK OF THE WEST	210183	2/1/23-1/31/24 REGISTRATION FEE XC345...	Annual Permits/Inspections	101-3008-60196	218.00
BANK OF THE WEST	210183	01/17/23 - MARKET WATCH SEMINAR S.S...	Travel & Training	101-1001-60320	39.59

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BANK OF THE WEST	210183	01/06/23 - SNACKS FOR COUNCIL MEETING	Travel & Training	101-1001-60320	25.74
BANK OF THE WEST	210183	01/17/23 - CITY COUNCIL DINNER	Travel & Training	101-1001-60320	148.99
BANK OF THE WEST	210183	01/13/23 - PROCLAMATION FRAMES	Operating Supplies	101-1001-60420	72.01
BANK OF THE WEST	210183	2023 MSA INLAND EMPIRE MEMBERSHIP	Membership Dues	101-7003-60351	90.00
BANK OF THE WEST	210183	01/26/23 - 2023 CCAC ANNUAL CONFERE...	Travel & Training	101-1005-60320	575.00
BANK OF THE WEST	210183	01/26/23 - 2023 CCAC ANNUAL CONFERE...	Travel & Training	101-1005-60320	500.00
BANK OF THE WEST	210183	01/12/23 - IIMC ANNUAL MEMBERSHIP M...	Membership Dues	101-1005-60351	225.00
BANK OF THE WEST	210183	01/06/23 - BATTERIES FOR MICROPHONES	Operating Supplies	101-1005-60420	54.31
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	80.17
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	40.80
VINTAGE ASSOCIATES	210235	1/30/23 - FB PARK PLANTS	Materials/Supplies	101-3005-60431	672.64
RIVERSIDE COUNTY SHERIFF D...	210225	12/25/22-01/24/23 - MOTOR FUEL CHAR...	Sheriff - Other	101-2001-60176	690.66
RIVERSIDE COUNTY SHERIFF D...	210225	01/20-01/21/23 - LT OLSEN AMEX ASSIG...	Special Enforcement/City Spec...	101-2001-60165	2,744.59
Fund 101 - GENERAL FUND Total:					204,239.98

Fund: 201 - GAS TAX FUND

BANK OF THE WEST	210183	01/12/23 - CONCRETE ROTARY MIXER RE...	Materials/Supplies	201-7003-60431	271.53
BANK OF THE WEST	210183	01/30/23 - CONCRETE ROTARY MIXER RE...	Materials/Supplies	201-7003-60431	711.53
BANK OF THE WEST	210183	01/30/23 - CONCRETE ROTARY MIXER RE...	Materials/Supplies	201-7003-60431	-440.00
Fund 201 - GAS TAX FUND Total:					543.06

Fund: 202 - LIBRARY & MUSEUM FUND

COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water - Utilities	202-3006-61200	251.65
Fund 202 - LIBRARY & MUSEUM FUND Total:					251.65

Fund: 215 - LIGHTING & LANDSCAPING FUND

DESERT CONCEPTS CONSTRUC...	210199	02/03/23 - IRRIGATION/SIDEWALK REPAIR...	Maintenance/Services	215-7004-60691	8,200.00
STAPLES ADVANTAGE	210229	01/19/23 - KN 95 MASKS	Operating Supplies	215-7004-60420	54.36
STAPLES ADVANTAGE	210229	01/21/23 - COFFEE SUPPLIES	Operating Supplies	215-7004-60420	202.46
STAPLES ADVANTAGE	210229	02/02/23 - PAPER PLATES & BOWLS	Operating Supplies	215-7004-60420	148.41
HIGH TECH IRRIGATION INC	210210	02/08/23 - IRRIGATION BUBBLERS (39)	Materials/Supplies	215-7004-60431	153.11
BANK OF THE WEST	210183	1/12/23 - BULK HAND SANITIZING WIPES	Operating Supplies	215-7004-60420	54.36
BANK OF THE WEST	210183	01/19/23 - IQ RAINBIRD TRAINING	Travel & Training	215-7004-60320	42.36
IMPERIAL IRRIGATION DIST	210211	02/13/23 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	132.68
IMPERIAL IRRIGATION DIST	210211	02/15/23 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	477.09
IMPERIAL IRRIGATION DIST	210211	02/15/23 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	24.68
COACHELLA VALLEY WATER DI...	210195	02/13/23 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	3,395.39
COACHELLA VALLEY WATER DI...	210195	02/15/23 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	832.49
VINTAGE ASSOCIATES	210235	2/6/23 - MADISON MEDIAN PLANTS	Materials/Supplies	215-7004-60431	1,885.63
DESERT ELECTRIC SUPPLY	210200	2/02/23 - LED LAMPS (4)	Materials/Supplies	215-7004-60431	251.98
DESERT ELECTRIC SUPPLY	210200	2/7/23 - LED LAMPS (7)	Materials/Supplies	215-7004-60431	458.27
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					16,313.27

Fund: 221 - AB 939 - CALRECYCLE FUND

BANK OF THE WEST	210183	01/18/23 - RECYCLING PROMO ITEMS	AB 939 Recycling Solutions	221-0000-60127	1,050.45
Fund 221 - AB 939 - CALRECYCLE FUND Total:					1,050.45

Fund: 226 - EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

BANK OF THE WEST	210183	1/13/23 - EOC PRINTERS (3)	Tools/Equipment	226-0000-60432	1,598.58
BANK OF THE WEST	210183	01/18/23 - EOC PRINTER	Tools/Equipment	226-0000-60432	532.86
BANK OF THE WEST	210183	1/18/23 - MOBILE PRINTER	Tools/Equipment	226-0000-60432	259.00
Fund 226 - EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) Total:					2,390.44

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

NEXTECH SYSTEMS, INC.	210216	12/02/22 - LANE LIGHT CONCRETE KIT FOR..	Construction	401-0000-60188	15,361.81
HERMANN DESIGN GROUP INC	210208	12/2022 - MARBELLA/SIERRA DEL REY LA...	Design	401-0000-60185	157.50
HERMANN DESIGN GROUP INC	210208	12/2022 - DESERT PRIDE LANDSCAPE ARC...	Design	401-0000-60185	457.50
HERMANN DESIGN GROUP INC	210208	12/2022 - CACTUS FLOWER LANDSCAPE A...	Design	401-0000-60185	13,548.00
JACOBSSON ENGINEERING CO...	210212	12/2022-01/2023 - JEFFERSON AVE 53 RO...	Retention Payable	401-0000-20600	-45,447.16
JACOBSSON ENGINEERING CO...	210212	12/2022-01/2023 - JEFFERSON AVE 53 RO...	Construction	401-0000-60188	908,928.16
CONVERGINT TECHNOLOGIES ...	210196	01/11/23 - CITYWIDE CAMERA SYSTEM M...	Construction	401-0000-60188	3,521.25
URBAN HABITAT	210232	12/2022 - TOPAZ LANDSCAPE RENOVATI...	Retention Payable	401-0000-20600	-702.01
URBAN HABITAT	210232	12/2022 - TOPAZ LANDSCAPE RENOVATI...	Construction	401-0000-60188	28,931.88
URBAN HABITAT	210232	12/2022 - X PARK LANDSCAPE PROGRESS ...	Retention Payable	401-0000-20600	-3,146.52

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
URBAN HABITAT	210232	12/2022 - X PARK LANDSCAPE PROGRESS ...	Construction	401-0000-60188	78,781.37
URBAN HABITAT	210232	01/2023 - LQ LANDSCAPE RENOVATION P...	Retention Payable	401-0000-20600	-18,984.65
URBAN HABITAT	210232	01/2023 - LQ LANDSCAPE RENOVATION P...	Construction	401-0000-60188	379,692.99
BANK OF THE WEST	210183	1/24/23 DUNE PALMS BRIDGE STORM W...	Construction	401-0000-60188	1,309.81
BANK OF THE WEST	210183	1/17/23 - HARD HATS (9)	Construction	401-0000-60188	158.04
BANK OF THE WEST	210183	01/11/23 - HARD HAT	Construction	401-0000-60188	17.93

Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total: 1,362,585.90

Fund: 501 - FACILITY & FLEET REPLACEMENT

TOWER ENERGY GROUP	210230	01/01-01/15/23 - FUEL	Fuel & Oil	501-0000-60674	4,344.67
BANK OF THE WEST	210183	01/24/23 - OLD FIRE TRUCK WEIGHT	Vehicle Repair & Maintenance	501-0000-60676	13.00
BANK OF THE WEST	210183	01/24/23 - OLD FIRE TRUCK WEIGHT	Vehicle Repair & Maintenance	501-0000-60676	3.50

Fund 501 - FACILITY & FLEET REPLACEMENT Total: 4,361.17

Fund: 502 - INFORMATION TECHNOLOGY

TYLER TECHNOLOGIES	210231	01/2023 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	16,280.00
CHARTER COMMUNICATIONS ...	210190	1/24-2/23/23 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	289.63
DELL MARKETING LP	210198	01/10/23 - PURCHASE IT LAPTOPS (13)	Computers	502-0000-80103	12,522.07
CANON FINANCIAL SERVICES, ...	210187	02/2023 CITY PRINTER 01/2023 METER U...	Copiers	502-0000-60662	2,975.07
RINCON CONSULTANTS, INC.	210223	01/2023 - GEOGRAPHIC INFORMATION SY...	Software Implementation/Enh...	502-0000-71049	9,787.75
ACORN TECHNOLOGY SERVICES	210181	02/2023 - IT SERVICES	Consultants	502-0000-60104	27,025.00
ACORN TECHNOLOGY SERVICES	210181	02/2023 - TRAFFIC SERVER MAINTENANCE	Consultants	502-0000-60104	965.00
ACORN TECHNOLOGY SERVICES	210181	02/01/23 - SOFTWARE UPGRADES	Consultants	502-0000-60104	10,250.00
CDW GOVERNMENT INC	210189	11/14/22 - 2ND CIRCUIT UPGRADES	Machinery & Equipment	502-0000-80100	1,123.37
FRONTIER COMMUNICATIONS...	210206	1/25-02/24/23 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	100.09
FRONTIER COMMUNICATIONS...	210206	01/27-02/26/23 - BLACKHAWK/LQ PARK D...	Cable/Internet - Utilities	502-0000-61400	95.09
CDW GOVERNMENT INC	210189	7/2023-11/2023 - BITDEFENDER LICENSES ...	Prepaid Expense	502-0000-13600	1,109.40
CDW GOVERNMENT INC	210189	11/2022-06/2023 - BITDEFENDER LICENSE...	Software Licenses	502-0000-60301	2,218.81
BANK OF THE WEST	210183	01/19/23 - INTERNET DOMAIN RENEWAL	Software Licenses	502-0000-60301	84.96
BANK OF THE WEST	210183	02/2023 - HULU SUBSCRIPTION	Cable/Internet - Utilities	502-0000-61400	74.99
BANK OF THE WEST	210183	01/04/23 - RETURN CAMERA FOR CONFER...	Operating Supplies	502-0000-60420	-65.24
BANK OF THE WEST	210183	01/6/23 - CAMERAS FOR CONFERENCE R...	Machinery & Equipment	502-0000-80100	2,281.58
CDW GOVERNMENT INC	210189	09/15/14 - CREDIT ON FILE FOR INV MH29...	Operating Supplies	502-0000-60420	-38.25

Fund 502 - INFORMATION TECHNOLOGY Total: 87,079.32

Grand Total: 1,678,815.24

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	204,239.98
201 - GAS TAX FUND	543.06
202 - LIBRARY & MUSEUM FUND	251.65
215 - LIGHTING & LANDSCAPING FUND	16,313.27
221 - AB 939 - CALRECYCLE FUND	1,050.45
226 - EMERGENCY MANAGEMENT PERFORMANCE GRANT (...)	2,390.44
401 - CAPITAL IMPROVEMENT PROGRAMS	1,362,585.90
501 - FACILITY & FLEET REPLACEMENT	4,361.17
502 - INFORMATION TECHNOLOGY	87,079.32
Grand Total:	1,678,815.24

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20303	TBID Due to VGPS	126,596.18
101-0000-20304	Sales Taxes Payable	-100.90
101-0000-43635	VGPS TBID Admin Fee	-6,329.80
101-1001-60320	Travel & Training	214.32
101-1001-60420	Operating Supplies	72.01
101-1002-60320	Travel & Training	557.15
101-1002-60400	Office Supplies	305.99
101-1002-60420	Operating Supplies	16.30
101-1004-50252	Annual Wellness Dollar Re...	537.88
101-1004-60103	Professional Services	1,200.00
101-1004-60104	Consultants/Employee Se...	510.00
101-1004-60129	Recruiting/Pre-Employe...	300.00
101-1004-60340	Employee Recognition Ev...	1,780.09
101-1005-60103	Professional Services	4,464.00
101-1005-60320	Travel & Training	1,075.00
101-1005-60351	Membership Dues	225.00
101-1005-60420	Operating Supplies	70.81
101-1007-60403	Citywide Supplies	-427.71
101-2001-60109	LQ Police Volunteers	728.21
101-2001-60165	Special Enforcement/City ...	2,744.59
101-2001-60175	Special Enforcement Funds	1,663.72
101-2001-60176	Sheriff - Other	690.66
101-2001-61300	Telephone - Utilities	875.77
101-2002-60406	Disaster Prep Supplies	209.92
101-2002-61200	Water - Utilities	367.19
101-2002-61304	Mobile/Cell Phones/Satell...	87.35
101-2002-61400	Cable/Internet - Utilities	99.99
101-3001-60510	Grants & Economic Devel...	22,500.00
101-3002-60107	Instructors	2,727.10
101-3002-60400	Office Supplies	378.13
101-3002-60420	Operating Supplies	183.41
101-3003-60149	Community Experiences	10,611.95
101-3005-60400	Office Supplies	19.13
101-3005-60431	Materials/Supplies	4,382.58
101-3005-60691	Maintenance/Services	4,380.00
101-3005-61201	Water -Monticello Park - ...	3,557.52
101-3005-61204	Water -Fritz Burns Park - ...	184.21
101-3005-61206	Water -Desert Pride - Utili...	80.17
101-3005-61208	Water -Seasons Park - Util...	25.88
101-3005-61209	Water -Community Park -...	172.53
101-3005-61300	Telephone - Utilities	102.21
101-3007-60134	Promotional Items	1,185.87
101-3007-60351	Membership Dues	197.95
101-3007-60420	Operating Supplies	637.27
101-3007-60461	Marketing & Tourism Pro...	346.01
101-3008-60196	Annual Permits/Inspectio...	872.00

Account Summary

Account Number	Account Name	Expense Amount
101-3008-60431	Materials/Supplies	2,195.77
101-3008-60691	Maintenance/Services	4,200.00
101-3008-61200	Water - Utilities	96.01
101-6001-60320	Travel & Training	234.21
101-6001-60352	Subscriptions & Publicati...	11.98
101-6002-60320	Travel & Training	10.00
101-6003-60351	Membership Dues	348.00
101-6003-60352	Subscriptions & Publicati...	648.00
101-6004-60103	Professional Services	3,883.51
101-6004-60400	Office Supplies	234.37
101-6004-60690	Uniforms	568.02
101-6006-60420	Operating Supplies	38.68
101-7001-60400	Office Supplies	122.99
101-7001-60420	Operating Supplies	20.00
101-7002-60183	Map/Plan Checking	420.00
101-7003-60351	Membership Dues	90.00
101-7006-60146	PM 10 - Dust Control	40.80
201-7003-60431	Materials/Supplies	543.06
202-3006-61200	Water - Utilities	251.65
215-7004-60320	Travel & Training	42.36
215-7004-60420	Operating Supplies	459.59
215-7004-60431	Materials/Supplies	2,748.99
215-7004-60691	Maintenance/Services	8,200.00
215-7004-61116	Electric - Utilities	609.77
215-7004-61117	Electric - Medians - Utiliti...	24.68
215-7004-61211	Water - Medians - Utilities	4,227.88
221-0000-60127	AB 939 Recycling Solutions	1,050.45
226-0000-60432	Tools/Equipment	2,390.44
401-0000-20600	Retention Payable	-68,280.34
401-0000-60185	Design	14,163.00
401-0000-60188	Construction	1,416,703.24
501-0000-60674	Fuel & Oil	4,344.67
501-0000-60676	Vehicle Repair & Mainte...	16.50
502-0000-13600	Prepaid Expense	1,109.40
502-0000-60104	Consultants	38,240.00
502-0000-60301	Software Licenses	2,303.77
502-0000-60420	Operating Supplies	-103.49
502-0000-60662	Copiers	2,975.07
502-0000-61400	Cable/Internet - Utilities	559.80
502-0000-71049	Software Implementation...	26,067.75
502-0000-80100	Machinery & Equipment	3,404.95
502-0000-80103	Computers	12,522.07
	Grand Total:	1,678,815.24

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	281,678.02
111205CT	Construction Expense	Dune Palms Bridge Imp/BRLKS-543	1,485.78
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	487,406.24
201603D	Design Expense	La Quinta Landscape Renovation Ir	14,163.00
201603RP	Retention Payable	La Quinta Landscape Renovation Ir	-22,833.18
201709CT	Construction Expense	Ave 53 Jefferson St.Roundabout	908,928.16
201709RP	Retention Payable	Ave 53 Jefferson St.Roundabout	-45,447.16
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	1,885.63
202003CT	Construction Expense	Citywide Public Safety Camera Syst	3,521.25
202216E	General PW Maint - Desert Concepts	General PW Maintenance - Desert	12,400.00
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impr	15,361.81
AMEXE	American Express Misc Expenses	American Express Golf Tournamen	728.21

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
AMEXPOL	Amex Golf Expense - Police	American Express Golf Tournamen	2,744.59
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	54.36
EGGE	La Quinta Egg Hunt Expense	La Quinta Egg Hunt	6,698.49
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	7,633.51
TREEE	Tree Lighting Ceremony Expense	Tree Lighting Ceremony	2,406.53
	Grand Total:	1,678,815.24	

*Project codes are generally used to track Capital Improvement Program (CIP) projects, other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are not project coded and, therefore, will report as "none" in this section.

Demand Register



City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
DESERT SUN PUBLISHING, LLC	210248	01/13/23 - PHN VAR 2022-0001 PUBLICAT...	Advertising	101-6002-60450	434.28
VINTAGE E & S INC	210282	02/07/23 - INSTALL EV CHARGING STATIO...	Maintenance/Services	101-3008-60691	964.41
VINTAGE E & S INC	210282	2/2/23 - WC ELECTRICAL SERVICE CALL	Maintenance/Services	101-3008-60691	911.70
VINTAGE E & S INC	210282	2/2/23 - INSTALL POWER/JUNCTION BOXE...	Maintenance/Services	101-3008-60691	1,157.87
TRI-STATE MATERIALS INC	210278	02/06/23 - LANDSCAPE ROCK & D.G	Materials/Supplies	101-3005-60431	2,303.56
TRI-STATE MATERIALS INC	210278	02/03/23 - LANDSCAPE D.G	Materials/Supplies	101-3005-60431	1,182.98
SPARKLETTS	210273	1/25/23 & 02/08/23 - CITYWIDE DRINKING..	Citywide Supplies	101-1007-60403	215.22
ULINE	210279	1/31/23 - FLAMMABLE STORAGE CABINET	Tools/Equipment	101-7003-60432	2,254.14
ULINE	210279	01/31/23 - WELDED WORK BENCH	Tools/Equipment	101-7003-60432	912.05
NAI CONSULTING INC	210261	01/2023 - LIBRARY PARCELS APNS-UTILITY	Professional Services	101-1002-60103	2,312.50
NAI CONSULTING INC	210261	01/2023 - CAPITAL IMPROVEMENT PLAN	Consultants	101-7006-60104	175.00
DESERT CONCRETE BORDERS ...	210247	02/06/23 - INSTALL CONCRETE CURB AT L...	Maintenance/Services	101-3005-60691	5,123.00
VINTAGE ASSOCIATES	210281	02/2023 - PARK MAINTENANCE	Landscape Contract	101-3005-60112	60,804.00
VINTAGE ASSOCIATES	210281	2/17/23 - 4 WIRE DECODER FOR EVENT P...	Materials/Supplies	101-3005-60431	445.00
ANSAFONE CONTACT CENTERS	210240	1/16-02/12/23 - PM 10 ANSWERING SERV...	PM 10 - Dust Control	101-7006-60146	152.89
USA DRAIN AND PLUMBING ...	210280	02/03/23 - CH LOBBY RESTROOM REPAIRS	Maintenance/Services	101-3008-60691	590.00
ROBERT HALF	210270	02/03/23 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	1,095.64
ROBERT HALF	210270	02/03/23 - TEMP AGENCY SERVICES C.HIC...	Temporary Agency Services	101-2002-60125	1,328.64
ROBERT HALF	210270	02/10/23 - TEMP AGENCY SERVICES T.SUD...	Temporary Agency Services	101-6006-60125	1,085.11
ROBERT HALF	210270	02/10/23 - TEMP AGENCY SERVICES C.HIC...	Temporary Agency Services	101-2002-60125	1,660.80
DEPARTMENT OF JUSTICE	210246	01/2023 - LIVE SCAN FINGERPRINTING	Recruiting/Pre-Employment	101-1004-60129	64.00
ALPHA MEDIA LLC	210239	12/2022 - IRONMAN RAIDO SPONSORSHIP...	Community Experiences	101-3003-60149	2,171.84
ALPHA MEDIA LLC	210239	12/2022 - IRONMAN DIGITAL BANNERS	Community Experiences	101-3003-60149	275.00
LEAGUE OF CALIFORNIA CITIES	210258	7/1-12/31/23 LEAGUE OF CALIFORNIA CIT...	Prepaid Expense	101-0000-13600	6,974.50
LEAGUE OF CALIFORNIA CITIES	210258	1/1-6/30/23 LEAGUE OF CALIFORNIA CITIE...	Membership Dues	101-1002-60351	6,974.50
MERCHANTS BUILDING MAINT...	210260	01/2023 - JANITORIAL SERVICES	Janitorial	101-3008-60115	13,863.78
VINTAGE E & S INC	210282	11/19/22 FLOOD LIGHT REPLACEMENT AT...	Maintenance/Services	101-3005-60691	6,562.00
VINTAGE E & S INC	210282	12/4/22 - TEMPORARY POWER FOR X-MAS..	Maintenance/Services	101-3005-60691	644.30
THE SHERWIN-WILLIAMS CO.	210275	02/06/23 - PAINT FOR WC	Materials/Supplies	101-3008-60431	208.45
FEDEX	210251	2/1/23 & 2/3/23 - OVERNIGHT MAIL	Postage	101-1007-60470	57.65
PATTON DOOR & GATE	210266	2/2/23 - PW YARD GATE REPAIRS	Maintenance/Services	101-3008-60691	302.95
PATTON DOOR & GATE	210266	2/7/23 - PW YARD GATE REPAIRS	Maintenance/Services	101-3008-60691	300.00
PWLC II, INC	210267	02/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,510.00
THE LOCK SHOP, INC	210274	02/01/23 - KEYS AND KEYLESS ENTRY PAD ...	Materials/Supplies	101-3008-60431	180.91
THE LOCK SHOP, INC	210274	2/6/23 - ENTRY LEVER FOR COVE RESTRO...	Materials/Supplies	101-3008-60431	210.11
THE LOCK SHOP, INC	210274	02/08/23 - ENTRY LEVER FOR COVE REST...	Materials/Supplies	101-3008-60431	1,135.43
BURRTEC WASTE & RECYCLING..	210241	FY 21/22 PROPERTY TAX PAYMENT SS4	Due to Waste Management	101-0000-20307	57,459.65
BURRTEC WASTE & RECYCLING..	210241	FY 21/22 PROPERTY TAX PAYMENT SS4	Franchise Taxes - Burrtec	101-0000-41505	-5,716.92
BURRTEC WASTE & RECYCLING..	210241	FY 22/23 PROPERTY TAX PAYMENT SS1	Due to Waste Management	101-0000-20307	3,055,844.97
BURRTEC WASTE & RECYCLING..	210241	FY 22/23 PROPERTY TAX PAYMENT SS1	Franchise Taxes - Burrtec	101-0000-41505	-304,227.00
MCGARREY, DEBORAH	210259	01/31-02/03/23 - TRAVEL EXPENSE REIMB...	Travel & Training	101-1001-60320	288.15
NELSON, JENNIFER	210262	2023 COMMUNITY WORKSHOP FOOD RE...	Travel & Training	101-1001-60320	199.54
PACIFIC WEST AIR CONDITION...	210265	2/1/23 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00
RIVERSIDE ASSESSOR	210269	01/2023 - RECORDING FEES	Technical	101-6004-60108	20.00
OCEAN SPRINGS TECH INC	210263	02/2023 - LQ SPLASH PAD MAINTENANCE	LQ Park Water Feature	101-3005-60554	843.00
COUNTY OF RIVERSIDE PUBLIC...	210244	01/2023 - RADIO MAINTENANCE	Operating Supplies	101-2001-60420	310.68
TOLL BROS., INC.	210276	02/7/23 - REFUND FOR SMI FEE BRES2022...	SMIP Fees Payable	101-0000-20308	55.38
GALLAUDET CONSTRUCTION	210255	02/8/23 - REFUND FOR OVERPAYMENT B...	Over Payments, AR Policy	101-0000-20330	18.00
SMITH, STEVE	210272	2/10/23 - REFUND BUILDING PERMIT FEE ...	Over Payments, AR Policy	101-0000-20330	80.00
WALTERS WHOLESALE ELECTR...	210283	02/03/23 - BANNER CABLE ZIP TIES	Operating Supplies	101-7003-60420	136.71
QUINN COMPANY	210268	02/03/23 - CH GENERATOR MAINTENANCE	Machinery & Equipment	101-2002-80101	524.28
QUINN COMPANY	210268	02/03/23 - WC GENERATOR MAITENANCE	Machinery & Equipment	101-2002-80101	524.28
QUINN COMPANY	210268	02/03/23 - FS #32 GENERATOR MAINTEN...	Machinery & Equipment	101-2002-80101	524.28

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
QUINN COMPANY	210268	02/03/23 - YMCA GENERATOR MAINTEN...	Machinery & Equipment	101-2002-80101	524.28
QUINN COMPANY	210268	02/03/23 - FS #93 GENERATOR MAINTEN...	Machinery & Equipment	101-2002-80101	524.28
QUINN COMPANY	210268	02/06/23 - CH GENERATOR MAINTENANCE	Machinery & Equipment	101-2002-80101	524.28
QUINN COMPANY	210268	2/8/23 - WC GENERATOR BLOCK HEATER ...	Machinery & Equipment	101-2002-80101	2,573.27
Fund 101 - GENERAL FUND Total:					2,937,700.32
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	210277	1/31/23 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	180.53
TOPS' N BARRICADES INC	210277	01/31/23 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	45.13
TOPS' N BARRICADES INC	210277	02/10/23 - PAINT STRIPING & GLASS BEADS	Paint/Legends	201-7003-60433	449.57
Fund 201 - GAS TAX FUND Total:					675.23
Fund: 202 - LIBRARY & MUSEUM FUND					
ALARM MONITORING SERVICE...	210238	02/13/23 - INSTALL ALARM KEYPAD AT L...	Security & Alarm	202-3006-60123	239.25
KONE INC	210257	1/21/23 - MUSEUM ELEVATOR REPAIRS	Maintenance/Services	202-3006-60691	804.60
VINTAGE ASSOCIATES	210281	02/2023 - PARK MAINTENANCE	Landscape Contract	202-3004-60112	869.00
VINTAGE ASSOCIATES	210281	02/2023 - PARK MAINTENANCE	Landscape Contract	202-3006-60112	181.00
MERCHANTS BUILDING MAINT...	210260	01/2023 - JANITORIAL SERVICES	Janitorial	202-3004-60115	2,844.14
MERCHANTS BUILDING MAINT...	210260	01/2023 - JANITORIAL SERVICES	Janitorial	202-3006-60115	885.93
PACIFIC WEST AIR CONDITION...	210265	2/1/23 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					5,948.92
Fund: 215 - LIGHTING & LANDSCAPING FUND					
TRI-STATE MATERIALS INC	210278	02/03/23 - LANDSCAPE D.G	Materials/Supplies	215-7004-60431	1,201.74
VINTAGE ASSOCIATES	210281	02/2023 - PARK MAINTENANCE	Landscape Contract	215-7004-60112	11,331.00
CREATIVE LIGHTING & ELECTR...	210245	02/2023 - LIGHTING MAINTENANCE SERVI...	Consultants	215-7004-60104	6,063.92
SMITH PIPE & SUPPLY CO	210271	01/25/23 - IRRIGATION PARTS FOR MADI...	Materials/Supplies	215-7004-60431	40.92
SMITH PIPE & SUPPLY CO	210271	01/26/23 - IRRIGATION RISERS FOR MADI...	Materials/Supplies	215-7004-60431	112.88
PWLC II, INC	210267	02/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	58,574.00
PWLC II, INC	210267	1/30-2/3/23 - PLANT & TREE REPLACEME...	Maintenance/Services	215-7004-60691	4,256.00
PWLC II, INC	210267	2/06-2/10/23 - MADISON MEDIAN LANDS...	Maintenance/Services	215-7004-60691	4,104.00
PWLC II, INC	210267	02/17/23 - PLANT INSTALL AT AVE 52	Maintenance/Services	215-7004-60691	360.00
FRONTIER COMMUNICATIONS...	210253	02/07-03/06/23 - PHONE SVC	Electric - Utilities	215-7004-61116	132.22
VINTAGE ASSOCIATES	210281	02/07/23 - PLANTS FOR MADISON MEDIAN	Materials/Supplies	215-7004-60431	1,616.25
VINTAGE ASSOCIATES	210281	02/08/23 - PLANTS FOR MADISON MEDIAN	Materials/Supplies	215-7004-60431	1,212.19
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					89,005.12
Fund: 221 - AB 939 - CALRECYCLE FUND					
BURRTEC WASTE & RECYCLING..	210241	FY 21/22 PROPERTY TAX PAYMENT SS4	Burrtec AB 939 Fee	221-0000-41506	-290.47
BURRTEC WASTE & RECYCLING..	210241	FY 22/23 PROPERTY TAX PAYMENT SS1	Burrtec AB 939 Fee	221-0000-41506	-13,574.92
Fund 221 - AB 939 - CALRECYCLE FUND Total:					-13,865.39
Fund: 241 - HOUSING AUTHORITY					
RIVERSIDE ASSESSOR	210269	01/2023 - RECORDING FEES	Professional Services	241-9101-60103	302.00
Fund 241 - HOUSING AUTHORITY Total:					302.00
Fund: 250 - TRANSPORTATION DIF FUND					
WPG LA QUINTA,LLC	210284	01/10/23 - DIF OVERPAYMENT REFUND B...	Developer Fees	250-0000-43200	5,830.00
Fund 250 - TRANSPORTATION DIF FUND Total:					5,830.00
Fund: 251 - PARKS & REC DIF FUND					
WPG LA QUINTA,LLC	210284	01/10/23 - DIF OVERPAYMENT REFUND B...	Developer Fees	251-0000-43200	290.00
Fund 251 - PARKS & REC DIF FUND Total:					290.00
Fund: 252 - CIVIC CENTER DIF FUND					
WPG LA QUINTA,LLC	210284	01/10/23 - DIF OVERPAYMENT REFUND B...	Developer Fees	252-0000-43200	1,440.00
Fund 252 - CIVIC CENTER DIF FUND Total:					1,440.00
Fund: 254 - COMMUNITY & CULTURAL CENTERS DIF					
WPG LA QUINTA,LLC	210284	01/10/23 - DIF OVERPAYMENT REFUND B...	Developer Fees	254-0000-43200	4,130.00
Fund 254 - COMMUNITY & CULTURAL CENTERS DIF Total:					4,130.00
Fund: 259 - MAINTENANCE FACILITIES DIF FUND					
WPG LA QUINTA,LLC	210284	01/10/23 - DIF OVERPAYMENT REFUND B...	Developer Fees	259-0000-43200	780.00
Fund 259 - MAINTENANCE FACILITIES DIF FUND Total:					780.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
NAI CONSULTING INC	210261	01/2023 - MOON RIVER DRIVE PAVEMENT...	Professional Services	401-0000-60103	525.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
NAI CONSULTING INC	210261	01/2023 - CITYWIDE MISC ADA IMPROVE...	Professional Services	401-0000-60103	187.50
NAI CONSULTING INC	210261	01/2023 - AVE 52 PAVEMENT REHAB MAD...	Professional Services	401-0000-60103	1,925.00
NAI CONSULTING INC	210261	01/2023 - 2021-08 SLURRY SEAL PROJECT	Professional Services	401-0000-60103	2,135.00
NAI CONSULTING INC	210261	01/2023 - 2016-03 LANDSCAPE RENOVAT...	Professional Services	401-0000-60103	6,237.50
NAI CONSULTING INC	210261	01/2023 - LA QUINTA X PARK	Professional Services	401-0000-60103	525.00
NAI CONSULTING INC	210261	01/2023 - 2011-05 DUNE PALMS BRIDGE	Professional Services	401-0000-60103	6,532.50
NAI CONSULTING INC	210261	01/2023 - BLACKHAWK WAY SCHOOL CRO...	Professional Services	401-0000-60103	875.00
NAI CONSULTING INC	210261	01/2023 - 2021-01 DUNE PALMS ROAD P...	Professional Services	401-0000-60103	75.00
NAI CONSULTING INC	210261	01/2023 - CITYWIDE STRIPING REFRESH	Professional Services	401-0000-60103	2,380.00
NAI CONSULTING INC	210261	01/2023 - JEFFERSON ST SLURRY SEAL IM...	Professional Services	401-0000-60103	1,575.00
NAI CONSULTING INC	210261	01/2023 - AVE 50 BRIDGE SPANNING THE ...	Professional Services	401-0000-60103	350.00
NAI CONSULTING INC	210261	01/2023 - JEFFERSON ST AT AVE 53 ROUN...	Professional Services	401-0000-60103	562.50
NAI CONSULTING INC	210261	01/2023 - WASHINGTON ST AT AVE 50/CA...	Professional Services	401-0000-60103	700.00
NAI CONSULTING INC	210261	01/2023 - AVE 50 REHAB WASH ST TO EIS...	Professional Services	401-0000-60103	1,612.50
NAI CONSULTING INC	210261	01/2023 - AVE 48 ART AND MUSIC LINE	Professional Services	401-0000-60103	175.00
NAI CONSULTING INC	210261	01/2023 - CITYWIDE MISC ADA IMPROVE...	Professional Services	401-0000-60103	12,815.00
NAI CONSULTING INC	210261	01/2023 - 2019-05 HIGHWAY 111 CORRID...	Professional Services	401-0000-60103	700.00
NAI CONSULTING INC	210261	01/2023 - SPORTS COMPLEX LIGHTING RE...	Professional Services	401-0000-60103	350.00
CONVERGINT TECHNOLOGIES ...	210243	02/10/23 - CITYWIDE CAMERA SYSTEM M...	Construction	401-0000-60188	3,521.25
THE LOCK SHOP, INC	210274	2/17/23 - PADLOCK FOR CABINET LOCK	Construction	401-0000-60188	490.82
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					44,249.57
Fund: 501 - FACILITY & FLEET REPLACEMENT					
DUNN-EDWARDS CORPORATI...	210249	02/01/23 - PAINT FOR CH PARKING STRUC...	City Bldg Repl/Repair	501-0000-71103	1,509.68
HWY 111 LA QUINTA CAR WA...	210256	01/2023 - CAR WASH SERVICES	Vehicle Repair & Maintenance	501-0000-60676	12.00
THE LOCK SHOP, INC	210274	01/30/23 - KEYS FOR VEHICLE VIN #H1266...	Vehicle Repair & Maintenance	501-0000-60676	391.80
ENTERPRISE FM TRUST	210250	02/2023 - FLEET LEASES	Vehicles, Rentals & Leases	501-0000-71030	5,685.34
PACIFIC MOBILE STRUCTURES, ...	210264	03/2023 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
FUELMAN	210254	01/2023 - FUEL	Fuel & Oil	501-0000-60674	743.33
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					11,430.66
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	210242	02/2023 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.81
CHARTER COMMUNICATIONS ...	210242	02/10-03/09/23 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
CHARTER COMMUNICATIONS ...	210242	02/12-03/11/23 - CITY YARD CABLE (4080)	Cable/Internet - Utilities	502-0000-61400	81.77
FISHER INTEGRATED INC	210252	01/2023 - CC VIDEO STREAMING	Consultants	502-0000-60104	300.00
FISHER INTEGRATED INC	210252	01/2023 - MONTHLY FEE	Consultants	502-0000-60104	1,100.00
FRONTIER COMMUNICATIONS...	210253	02/03-03/02/23 - 2ND CITY INTERNET LINE	Cable/Internet - Utilities	502-0000-61400	1,208.26
FRONTIER COMMUNICATIONS...	210253	02/04-03/03/23 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	350.62
Fund 502 - INFORMATION TECHNOLOGY Total:					5,295.46
Fund: 601 - SILVERROCK RESORT					
VINTAGE E & S INC	210282	11/15-12/19/22 - REPLACED 12KV FUSE AT..	Repair & Maintenance	601-0000-60660	6,571.88
Fund 601 - SILVERROCK RESORT Total:					6,571.88
Grand Total:					3,099,783.77

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	2,937,700.32
201 - GAS TAX FUND	675.23
202 - LIBRARY & MUSEUM FUND	5,948.92
215 - LIGHTING & LANDSCAPING FUND	89,005.12
221 - AB 939 - CALRECYCLE FUND	-13,865.39
241 - HOUSING AUTHORITY	302.00
250 - TRANSPORTATION DIF FUND	5,830.00
251 - PARKS & REC DIF FUND	290.00
252 - CIVIC CENTER DIF FUND	1,440.00
254 - COMMUNITY & CULTURAL CENTERS DIF	4,130.00
259 - MAINTENANCE FACILITIES DIF FUND	780.00
401 - CAPITAL IMPROVEMENT PROGRAMS	44,249.57
501 - FACILITY & FLEET REPLACEMENT	11,430.66
502 - INFORMATION TECHNOLOGY	5,295.46
601 - SILVERROCK RESORT	6,571.88
Grand Total:	3,099,783.77

Account Summary

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	6,974.50
101-0000-20307	Due to Waste Managemen...	3,113,304.62
101-0000-20308	SMIP Fees Payable	55.38
101-0000-20330	Over Payments, AR Policy	98.00
101-0000-41505	Franchise Taxes - Burrtec	-309,943.92
101-1001-60320	Travel & Training	487.69
101-1002-60103	Professional Services	2,312.50
101-1002-60351	Membership Dues	6,974.50
101-1004-60129	Recruiting/Pre-Employe...	64.00
101-1007-60403	Citywide Supplies	215.22
101-1007-60470	Postage	57.65
101-2001-60420	Operating Supplies	310.68
101-2002-60112	Landscape Contract	1,510.00
101-2002-60125	Temporary Agency Servic...	2,989.44
101-2002-80101	Machinery & Equipment	5,718.95
101-3003-60149	Community Experiences	2,446.84
101-3005-60112	Landscape Contract	60,804.00
101-3005-60431	Materials/Supplies	3,931.54
101-3005-60554	LQ Park Water Feature	843.00
101-3005-60691	Maintenance/Services	12,329.30
101-3008-60115	Janitorial	13,863.78
101-3008-60431	Materials/Supplies	1,734.90
101-3008-60667	HVAC	125.00
101-3008-60691	Maintenance/Services	4,226.93
101-6002-60450	Advertising	434.28
101-6004-60108	Technical	20.00
101-6006-60125	Temporary Agency Servic...	2,180.75
101-7003-60420	Operating Supplies	136.71
101-7003-60432	Tools/Equipment	3,166.19
101-7006-60104	Consultants	175.00
101-7006-60146	PM 10 - Dust Control	152.89
201-7003-60429	Traffic Control Signs	225.66
201-7003-60433	Paint/Legends	449.57
202-3004-60112	Landscape Contract	869.00
202-3004-60115	Janitorial	2,844.14
202-3004-60667	HVAC	125.00
202-3006-60112	Landscape Contract	181.00
202-3006-60115	Janitorial	885.93
202-3006-60123	Security & Alarm	239.25
202-3006-60691	Maintenance/Services	804.60

Account Summary

Account Number	Account Name	Expense Amount
215-7004-60104	Consultants	6,063.92
215-7004-60112	Landscape Contract	69,905.00
215-7004-60431	Materials/Supplies	4,183.98
215-7004-60691	Maintenance/Services	8,720.00
215-7004-61116	Electric - Utilities	132.22
221-0000-41506	Burrtec AB 939 Fee	-13,865.39
241-9101-60103	Professional Services	302.00
250-0000-43200	Developer Fees	5,830.00
251-0000-43200	Developer Fees	290.00
252-0000-43200	Developer Fees	1,440.00
254-0000-43200	Developer Fees	4,130.00
259-0000-43200	Developer Fees	780.00
401-0000-60103	Professional Services	40,237.50
401-0000-60188	Construction	4,012.07
501-0000-60674	Fuel & Oil	743.33
501-0000-60676	Vehicle Repair & Mainte...	403.80
501-0000-71030	Vehicles, Rentals & Leases	5,685.34
501-0000-71032	Building Leases	3,088.51
501-0000-71103	City Bldg Rep/Repair	1,509.68
502-0000-60104	Consultants	1,400.00
502-0000-61400	Cable/Internet - Utilities	3,895.46
601-0000-60660	Repair & Maintenance	6,571.88
	Grand Total:	3,099,783.77

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	3,041,538.92
111205P	Professional Expense	Dune Palms Bridge Imp/BRLKS-543	6,532.50
151609P	Professional Expense	La Quinta X Park	525.00
201603P	Professional Expense	La Quinta Landscape Renovation Ir	6,237.50
201709P	Professional Expense	Ave 53 Jefferson St.Roundabout	562.50
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	11,188.44
201902P	Professional Expense	Avenue 50 Bridge Spanning the Ev	350.00
201905P	Professional Expense	Highway 111 Corridor Area Plan Irr	700.00
201923P	Professional Expense	Washington St at Ave 50/Calle Tarr	700.00
202003CT	Construction Expense	Citywide Public Safety Camera Syst	3,521.25
202008P	Professional Expense	Avenue 48 Art and Music Line Proje	175.00
202101P	Professional Expense	Dune Palms Rd Pavement Rehab-F	75.00
202103P	Professional Expense	Citywide Miscellaneous ADA Imprc	187.50
202104P	Professional Expense	Citywide Striping Refresh	2,380.00
202108P	Professional Expense	FY 21/22 PMP Slurry Seal Improver	2,135.00
202117P	Professional Expense	Jefferson Street Slurry Seal Improv	1,575.00
202201P	Professional Expense	Avenue 50 Pavement Rehab (Wash	1,612.50
202204P	Professional Expense	Sports Complex Lighting Replacem	350.00
202208P	Professional Expense	Citywide Miscellaneous ADA Imprc	12,815.00
202210P	Professional Expense	Moon River Drive Pavement Rehat	525.00
202214P	Professional Expense	Avenue 52 Pavement Rehabilitatio	1,925.00
202215E	Landscape Maintenance Refurbishm...	Landscape Maint Refurbishment-P	360.00
202222P	Professional Expense	Blackhawk Way School Crossing	875.00
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impri	490.82
IRONE	Ironman Expense	Ironman Event	2,446.84
	Grand Total:	3,099,783.77	

*Project codes are generally used to track Capital Improvement Program (CIP) projects, other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are not project coded and, therefore, will report as "none" in this section.

City of La Quinta

Bank Transactions 2/13/2023 – 2/24/2023

Wire Transaction

Listed below are the wire transfers from 2/13/2023– 2/24/2023.

Wire Transfers:

02/17/2023 - WIRE TRANSFER - CALPERS	\$5,242.46
02/17/2023 - WIRE TRANSFER - CALPERS	\$14,383.57
02/17/2023 - WIRE TRANSFER - CALPERS	\$25,822.36
02/17/2023 - WIRE TRANSFER - LQCEA	\$504.00
02/17/2023 - WIRE TRANSFER - MISSION SQUARE	\$6,087.28
02/21/2023 - WIRE TRANSFER - COLONIAL LIFE INSURANCE	\$8,312.50
02/21/2023 - WIRE TRANSFER - US BANK TRUST	\$1,740,815.14
02/22/2023 - WIRE TRANSFER - STERLING HEALTH	\$6,299.88
02/22/2023 - WIRE TRANSFER - LANDMARK	\$248,575.81
02/22/2023 - WIRE TRANSFER - J&H ASSET PROPERTY MGMT	\$40,578.85
02/22/2023 - WIRE TRANSFER - J&H ASSET PROPERTY MGMT	\$14,225.00
TOTAL WIRE TRANSFERS OUT	<u><u>\$2,110,846.85</u></u>

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City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS CONVERTING RIVERSIDE COUNTY SHERIFF'S DEPARTMENT TRAFFIC CAR OFFICER POSITION TO A MOTOR OFFICER POSITION

RECOMMENDATION

Discuss converting a Riverside County Sheriff's Department traffic car officer position to a motor officer position.

EXECUTIVE SUMMARY

- Since 1982, the City has contracted with the Riverside County Sheriff's Department (RCSD) for law enforcement services.
- La Quinta Sheriff's traffic team is currently staffed with five (5) traffic enforcement officers, consisting of three (3) traffic car officers, and two (2) motor officers.
- Council considered a similar recommendation on 2/15/2022, however at that time council requested additional information, which is addressed in this report, and in the 4th quarter 2022 (October – December) Police Quarterly Report, included as Departmental Report Item No. 8 in this agenda packet).

FISCAL IMPACT

Converting a traffic officer to a motor officer is estimated at a one-time cost of \$40,000, which includes the cost of one new motorcycle, equipment, and a motor deputy pay differential of \$1.95 per hour. Recurring annual cost is estimated to be \$12,300 per year. The net annual increase is estimated to be \$7,110 after savings associated with less patrol car mileage.

BACKGROUND/ANALYSIS

The City contracts with RCSD to provide law enforcement services. Under the current contract, five (5) deputies are allocated to the Traffic Team, three (3) officers are assigned to traffic cars, and two (2) officers are assigned to motors. Lt. Martinez is recommending converting one traffic car deputy to a motor officer to allow deputies to better serve the

community. Per Lt. Martinez a motor officer is better equipped to do the following versus a traffic car deputy:

- Provide higher visibility by being able to maneuver through traffic more efficiently and be easily seen by motorists.
- Monitor intersections more efficiently because motorcycles have more opportunities to safely park.
- Overall, the smaller profile of a motorcycle versus a car allows for more advantageous positional opportunities while monitoring problem areas, or areas with higher complaints, which better assists in achieving the overall traffic safety goals.
- Motorcycles do not only respond to traffic related incidents, they are also available to respond to crimes in-progress, as well as high priority calls, which in turn decreases overall response times within the city.
- Motorcycles provide better support for local events with large vehicle and pedestrian attendance, such as the Ironman Triathlon, American Express Golf Tournament, and the Music Festival concerts.

The mere presence of motor officers (more than cars) tends to make motorists drive more safely. The overall goal of a motor officer is not to ticket as many people as possible, but to educate the motoring public, lower traffic collisions, and make La Quinta safer for everyone.

Prepared by: Martha Mendez, Public Safety Manager and Sgt. Kyle Lafond
Approved by: Jon McMillen, City Manager

City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS NEW IMPROVEMENTS IN PUBLIC SAFETY TECHNOLOGY COST AND BENEFITS ANALYSIS

RECOMMENDATION

Discuss new improvements in public safety technology, specifically license plate reader cameras and gunshot detection software, cost and benefits analysis.

EXECUTIVE SUMMARY

- Community safety is a top priority for the City and staff works closely with Riverside County Sheriff Department (RCSD) to improve public safety services.
- Implementation and use of improved technology has increased RCSD’s investigation efficiency and success rate.
- RCSD is at the forefront of the automated license plate reader system (ALPR); managing over 500 cameras throughout Riverside County.
- Gunshot detector technology has improved in the last several years. This technology identifies the location of gunshots, which eliminates the need to rely on residents’ reports, which if any, often lack a specific location.

FISCAL IMPACT

Improved technology implementation costs are as follows:

Automated License Plate Reader (ALPR)

ALPR \$2,500 annual fee per camera (69 cameras)	\$172,500
Initial Implementation Fee \$350 per camera	\$24,150
First Year Total	\$196,650
24-month contract	\$369,150

Gunshot Detection Software

Flock Safety Raven Radio Detection Device:	\$50,000 for 2 m ² Annual Fee
ShotSpotter Respond	\$ 99,000 for 2 mi ² Annual Fee

BACKGROUND/ANALYSIS

As law enforcement costs continue to increase an average of 2% to 5% annually, staff is looking for opportunities to increase efficiencies to support public safety. While no technology can substitute police staff, software improvements can increase police efficiency. In this report, RCSD and city staff examine two (2) of these technologies: 1) ALPR, and 2) gunshot detection software.

ALPR

RCSD has experience using Flock Safety ALPR technology since 2020. Currently, there are over 500 Flock cameras managed by RCSD throughout the County. Per RCSD, the Flock ALPR system has allowed them to solve multiple crimes, such as stolen vehicles, following suspects as they flee from a crime scene, and locating vehicles involved in Amber alerts, among other crimes.

The Flock system can analyze vehicle license plates, vehicle characteristics such as color, type, make, and other identifiers such as stickers and roof racks. The vehicle characteristics are used to find matching vehicles and an alert system is activated throughout the Flock network to find a specific vehicle. One camera can capture up to two lanes and up to 30,000 vehicles a day. The cameras are solar powered and wireless; therefore, they can be easily installed on medians or streets.

Due to the increased use of ALPR throughout California, the state passed, on October 6, 2015, Senate Bill 34 (SB 34) (Stats. 2015, 532), which imposes rules to protect the security of the system and protect personal information. Per SB 34, cities are required to hold a public hearing to approve the use of ALPR cameras. In addition, this bill imposes specified requirements on an "ALPR operator," including, maintaining reasonable security procedures and practices to protect ALPR information and implementing a usage and privacy policy with respect to that information. Similar requirements are also imposed on an "ALPR end-user" and require that ALPR information only be used for authorized purposes. The bill also authorizes an individual who has been harmed by a violation of these provisions to bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm (Attachment 2).

Gunshot Detector

Gun violence is a top concern for La Quinta residents, and solving gun firing cases is difficult due to the lack of specific information provided by reporting parties. In most cases, if there is no witness or evidence of gunfire, police may not be able to find the gunshot location.

Gunshot detection software triangulates the sound of the shots, providing a specific location to deputies, therefore police can respond to the origin of the gunfire and investigate. ShotSpotter software has been available for over 25 years, and more than 135 cities contract their services. ShotSpotter showcased their latest software to RCSD

and Staff and explained how their system works. Flock Safety system recently added a gunshot detector (Raven Audio Detection Device) to their system, and although new, RCSD stated Flock Safety is a viable option based on their track record with other products. The system also can integrate the gunshot detector to their ALPR cameras.

Next Steps

Staff seeks Council input on:

- Desire to further review and contract any of these services
- Explore other technology opportunities not included in this report.

Prepared by: Martha Mendez, Public Safety Manager

Approved by: Jon McMillen, City Manager

Attachments:

1. RCSD Flock Safety ALPR Recommendation
2. Senate Bill 34 – Automated license plate recognition system: use of data
3. RCSD Gunshot Detection Deployment in La Quinta Assessment

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**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
CHAD BIANCO, SHERIFF**

TO: Jon McMillen, City Manager

DATE: February 23, 2023

FROM: Lt. Andy Martinez

SUBJECT: Flock Safety ALPR Recommendation

Attachments

1. Flock Safety Budgetary Quote, Services Agreement, Sole Source, and IRS W9

Background

The Riverside County Sheriff's Department (RCSD) has utilized Automated License Plate Reading (ALPR) technology since the early 2000's to enhance public safety, generate investigative leads and apprehend wanted persons. In 2015, Senate Bill 34 was passed to regulate how ALPR technology was deployed and used within communities and establish training and audit requirements.

In 2020, the RCSD tested Flock Safety ALPR technology and found that alerts were delivered to patrol staff a lot quicker, its user interface was more intuitive, and its support and maintenance inclusive subscription model was preferred over our legacy ALPR. It was also found that its cost did not present any barriers of entry for many contract cities and surrounding agencies, which enhances agency collaboration to combat crime from a regional perspective. As a result, RCSD chose Flock Safety as their preferred ALPR vendor.

To date, almost all Riverside County law enforcement agencies use some form of ALPR within their jurisdictions, most using or in the process of transitioning to Flock Safety.

Recommendation

1. The Riverside County Sheriff's Department recommends council hold a public hearing for the use of ALPR technology, as prescribed by SB 34, within the La Quinta community.
2. The Riverside County Sheriff's Department recommends council approve a subscription to Flock Safety for 69 ALPR cameras installed throughout the city.
3. The Riverside County Sheriff's Department recommends council consider a subscription to Flock Safety's Raven (Gunshot Detection) system for deployment in the Cove residential area.

Future Opportunity

Flock Safety currently supports the integration of Computer Aided Dispatch (CAD) data, Automated Vehicle Locator (AVL), and Gunshot Detection into their software to visualize active calls, analyze crime and plan responses to active events. Flock Safety recently released a Video Management System (VMS) to allow agencies to integrate live cameras feeds into their system, which will associate a segment of live video to license plate reads, which has the potential to enhance and expedite the filtering of video and the search for vehicles. Integration of Axis cameras currently exists on a 1 to 1 level, but Flock is working on a full Genetec integration to streamline connections.

A common problem with sourcing technology for criminal investigations is identifying a single product that can serve as a central repository for all historical and current data to analyze and generate meaningful information. The Flock Group is the only known vendor that has this ability and is continuously working to enhance their level of service. Flock currently can integrate CAD, AVL, VMS, and Gunshot Detection features into a single solution allowing immediate access to patrol staff at critical moments from within their mobile computers, a stated goal for the La Quinta PSC System.

Camera Coverage/Use

When designing an ALPR technology deployment plan for maximum benefit, the local intended outcome/use case must be considered along with the focus areas entry and exit points, and areas of crime concentration that are intended to be mitigated. Deployed ALPR cameras create a virtual grid, generating specific data captured within; the more cameras that are added the smaller the virtual grids become, resulting in more accurate data. However, given that the City of La Quinta has deployed an effective PSCS throughout the city, a preliminary design was created to work in conjunction with the PSCS and larger virtual grids were preferred reducing the amount of cameras required and total cost.

While the existing PSCS helps law enforcement determine or confirm an accurate series of events, deployed in conjunction with ALPR, law enforcement will also be able to identify vehicles involved. In a typical use case where a license plate was not captured by the PSCS, investigating deputies will use PSCS to follow vehicles throughout the city until the vehicle reaches an ALPR grid point to help identify it.

Camera Deployment Focus Areas

The following are the minimum number of cameras required to fully capture license plate entering and leaving the city of La Quinta, address crime concerns with the La Quinta Cove community and help mitigate crime within the business district.

1. Business Corridor 19 Cameras
2. Cove Community 10 Cameras
3. Entry/Exit Points 40 Cameras

Fiscal Impact

Flock Safety only offers a subscription model, which is inclusive of installation, support and on-going maintenance at a rate of \$2,500 per camera annually. A one-time installation fee of \$350 per camera is assessed in year one. This subscription model doesn't allow for agency ownership of any camera; however, agencies retain ownership of data and images collected.

The testing of the VMS integration is currently being offered to the City of La Quinta free of charge. The standard fee for this service is \$500 per camera annually, which allows for 7-day video retention on the Flock Safety secured servers (AWS Government Cloud) and ability to play back, search and export.

Flock Falcon ALPR	\$2,500 (x69)	\$175,500
One-Time Installation	\$350 (x69)	\$ 24,150
Flock Raven Gunshot Detection		\$ 50,000
Total First Year Cost		\$246,650
Reoccurring Annual Cost		\$222,500



Lt. Andy Martinez

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SB-34 Automated license plate recognition systems: use of data. (2015-2016)

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Senate Bill No. 34

CHAPTER 532

An act to amend Sections 1798.29 and 1798.82 of, and to add Title 1.81.23 (commencing with Section 1798.90.5) to Part 4 of Division 3 of, the Civil Code, relating to personal information.

[Approved by Governor October 06, 2015. Filed with Secretary of State October 06, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

SB 34, Hill. Automated license plate recognition systems: use of data.

(1) Existing law authorizes the Department of the California Highway Patrol to retain license plate data captured by license plate recognition (LPR) technology, also referred to as an automated license plate recognition (ALPR) system, for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. Existing law prohibits the department from selling the data or from making the data available to an agency that is not a law enforcement agency or an individual that is not a law enforcement officer.

Existing law authorizes the department to use LPR data for the purpose of locating vehicles or persons reasonably suspected of being involved in the commission of a public offense, and requires the department to monitor the internal use of the data to prevent unauthorized use and to submit to the Legislature, as a part of the annual automobile theft report, information on the department's LPR practices and usage.

This bill would impose specified requirements on an "ALPR operator" as defined, including, among others, maintaining reasonable security procedures and practices to protect ALPR information and implementing a usage and privacy policy with respect to that information, as specified. The bill would impose similar requirements on an "ALPR end-user," as defined.

The bill would require an ALPR operator that accesses or provides access to ALPR information to maintain a specified record of that access and require that ALPR information only be used for authorized purposes.

The bill would, in addition to any other sanctions, penalties, or remedies provided by law, authorize an individual who has been harmed by a violation of these provisions to bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm.

The bill would require a public agency, as defined, that operates or intends to operate an ALPR system to provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program. The bill would also prohibit a public agency from selling, sharing, or transferring ALPR information, except to another public agency, as specified.

(2) Existing law requires any agency, and any person or business conducting business in California, that owns or licenses computerized data that includes personal information, as defined, to disclose in specified ways, any breach of the security of the system or data, as defined, following discovery or notification of the security breach, to any California resident whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Existing law defines "personal information" for these purposes to include an individual's first name and last name, or first initial and last name, in combination with one or more designated data elements relating to, among other things, social security numbers, driver's license numbers, financial accounts, and medical information.

This bill would include information or data collected through the use or operation of an automated license plate recognition system, when that information is not encrypted and is used in combination with an individual's name, in the definition of "personal information" discussed above.

This bill would incorporate additional changes to Section 1798.29 of the Civil Code proposed by SB 570 and AB 964 that would become operative if this bill and one or both of those bills are enacted and this bill is enacted last.

This bill also would incorporate additional changes to Section 1798.82 of the Civil Code proposed by SB 570 and AB 964 that would become operative if this bill and one or both of those bills are enacted and this bill is enacted last.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (i) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(i) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting of the notice on the agency's Internet Web site page, if the agency maintains one.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, "agency" includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.1. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described in paragraph (2) under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (i), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO] _____ Date: [insert date]

NOTICE OF DATA BREACH

What Happened?	
----------------	--

What Information Was Involved?	
--------------------------------	--

What We Are Doing.	
--------------------	--

What You Can Do.	
------------------	--

Other Important Information.
[insert other important information]

For More Information.	Call [telephone number] or go to [Internet Web site]
-----------------------	--

(E) For an electronic notice described in paragraph (2) of subdivision (i), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

- (A) The name and contact information of the reporting agency subject to this section.
- (B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- (C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.
- (D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- (E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

- (A) Information about what the agency has done to protect individuals whose information has been breached.
- (B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

- (A) Social security number.
- (B) Driver's license number or California identification card number.
- (C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(i) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the agency's Internet Web site page, if the agency maintains one. For purposes of this subparagraph, conspicuous posting on the agency's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, "agency" includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.2. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not

comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (i) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(4) For purposes of this section, "encrypted" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(i) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting of the notice on the agency’s Internet Web site page, if the agency maintains one.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, “agency” includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 1.3. Section 1798.29 of the Civil Code is amended to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) Any agency that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described in paragraph (2) under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (i), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO] _____ Date: [insert date]	
NOTICE OF DATA BREACH	

What Happened?	
What Information Was Involved?	
What We Are Doing.	
What You Can Do.	
<p>Other Important Information. [insert other important information]</p>	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (i), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting agency subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.

(3) At the discretion of the agency, the security breach notification may also include any of the following:

(A) Information about what the agency has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(f) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(g) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(h) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(4) For purposes of this section, "encrypted" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

i) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the agency has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the agency's Internet Web site page, if the agency maintains one. For purposes of this subparagraph, conspicuous posting on the agency's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media and the Office of Information Security within the Department of Technology.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for an online account, and no other personal information defined in paragraph (1) of subdivision (g), the agency may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the agency and all other online accounts for which the person uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (g) for login credentials of an email account furnished by the agency, the agency shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the agency knows the resident customarily accesses the account.

(j) Notwithstanding subdivision (i), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(k) Notwithstanding the exception specified in paragraph (4) of subdivision (b) of Section 1798.3, for purposes of this section, "agency" includes a local agency, as defined in subdivision (a) of Section 6252 of the Government Code.

SEC. 2. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

- (b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
- (c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.
- (d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:
- (1) The security breach notification shall be written in plain language.
 - (2) The security breach notification shall include, at a minimum, the following information:
 - (A) The name and contact information of the reporting person or business subject to this section.
 - (B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.
 - (G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months, along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).
 - (3) At the discretion of the person or business, the security breach notification may also include any of the following:
 - (A) Information about what the person or business has done to protect individuals whose information has been breached.
 - (B) Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - (4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.
 - (5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (j) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting of the notice on the Internet Web site page of the person or business, if the person or business maintains one.

(C) Notification to major statewide media.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.1. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described in paragraph (2) under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (j), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO] _____ Date: [insert date]	
NOTICE OF DATA BREACH	
What Happened?	

<p>What Information Was Involved?</p>	
<p>What We Are Doing.</p>	
<p>What You Can Do.</p>	
<p>Other Important Information. [insert other important information]</p>	
<p>For More Information.</p>	<p>Call [telephone number] or go to [Internet Web site]</p>

(E) For an electronic notice described in paragraph (2) of subdivision (j), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

- (A) The name and contact information of the reporting person or business subject to this section.
- (B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- (C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.
- (D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the Internet Web site page of the person or business, if the person or business maintains one. For purposes of this subparagraph, conspicuous posting on the person's or business's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.2. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language.

(2) The security breach notification shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months, along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in subdivision (j) or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health

Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(4) For purposes of this section, "encrypted" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting of the notice on the Internet Web site page of the person or business, if the person or business maintains one.

(C) Notification to major statewide media.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 2.3. Section 1798.82 of the Civil Code is amended to read:

1798.82. (a) A person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose a breach of the security of the system following discovery or notification of the breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) A person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made promptly after the law enforcement agency determines that it will not compromise the investigation.

(d) A person or business that is required to issue a security breach notification pursuant to this section shall meet all of the following requirements:

(1) The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described in paragraph (2) under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(A) The format of the notice shall be designed to call attention to the nature and significance of the information it contains.

(B) The title and headings in the notice shall be clearly and conspicuously displayed.

(C) The text of the notice and any other notice provided pursuant to this section shall be no smaller than 10-point type.

(D) For a written notice described in paragraph (1) of subdivision (j), use of the model security breach notification form prescribed below or use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

[NAME OF INSTITUTION / LOGO] _____ Date: [insert date]	
NOTICE OF DATA BREACH	
What Happened?	

What Information Was Involved?	
What We Are Doing.	
What You Can Do.	
Other Important Information. [insert other important information]	
For More Information.	Call [telephone number] or go to [Internet Web site]

(E) For an electronic notice described in paragraph (2) of subdivision (j), use of the headings described in this paragraph with the information described in paragraph (2), written in plain language, shall be deemed to be in compliance with this subdivision.

(2) The security breach notification described in paragraph (1) shall include, at a minimum, the following information:

(A) The name and contact information of the reporting person or business subject to this section.

(B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

(C) If the information is possible to determine at the time the notice is provided, then any of the following: (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.

(D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of subdivision (h).

(3) At the discretion of the person or business, the security breach notification may also include any of the following:

(A) Information about what the person or business has done to protect individuals whose information has been breached.

(B) Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) A covered entity under the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.) will be deemed to have complied with the notice requirements in subdivision (d) if it has complied completely with Section 13402(f) of the federal Health Information Technology for Economic and Clinical Health Act (Public Law 111-5). However, nothing in this subdivision shall be construed to exempt a covered entity from any other provision of this section.

(f) A person or business that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. A single sample copy of a security breach notification shall not be deemed to be within subdivision (f) of Section 6254 of the Government Code.

(g) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(h) For purposes of this section, "personal information" means either of the following:

(1) An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(A) Social security number.

(B) Driver's license number or California identification card number.

(C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(D) Medical information.

(E) Health insurance information.

(F) Information or data collected through the use or operation of an automated license plate recognition system, as defined in Section 1798.90.5.

(2) A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

(i) (1) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(2) For purposes of this section, "medical information" means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.

(3) For purposes of this section, "health insurance information" means an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

(4) For purposes of this section, "encrypted" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

(j) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) Email notice when the person or business has an email address for the subject persons.

(B) Conspicuous posting, for a minimum of 30 days, of the notice on the Internet Web site page of the person or business, if the person or business maintains one. For purposes of this subparagraph, conspicuous posting on the person's or business's Internet Web site means providing a link to the notice on the home page or first significant page after entering the Internet Web site that is in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the link.

(C) Notification to major statewide media.

(4) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for an online account, and no other personal information defined in paragraph (1) of subdivision (h), the person or business may comply with this section by providing the security breach notification in electronic or other form that directs the person whose personal information has been breached promptly to change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose personal information has been breached uses the same user name or email address and password or security question or answer.

(5) In the case of a breach of the security of the system involving personal information defined in paragraph (2) of subdivision (h) for login credentials of an email account furnished by the person or business, the person or business shall not comply with this section by providing the security breach notification to that email address, but may, instead, comply with this section by providing notice by another method described in this subdivision or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an Internet Protocol address or online location from which the person or business knows the resident customarily accesses the account.

(k) Notwithstanding subdivision (j), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 3. Title 1.81.23 (commencing with Section 1798.90.5) is added to Part 4 of Division 3 of the Civil Code, to read:

TITLE 1.81.23. COLLECTION OF LICENSE PLATE INFORMATION

1798.90.5. The following definitions shall apply for purposes of this title:

(a) "Automated license plate recognition end-user" or "ALPR end-user" means a person that accesses or uses an ALPR system, but does not include any of the following:

(1) A transportation agency when subject to Section 31490 of the Streets and Highways Code.

(2) A person that is subject to Sections 6801 to 6809, inclusive, of Title 15 of the United States Code and state or federal statutes or regulations implementing those sections, if the person is subject to compliance oversight by a state or federal regulatory agency with respect to those sections.

(3) A person, other than a law enforcement agency, to whom information may be disclosed as a permissible use pursuant to Section 2721 of Title 18 of the United States Code.

(b) "Automated license plate recognition information," or "ALPR information" means information or data collected through the use of an ALPR system.

(c) "Automated license plate recognition operator" or "ALPR operator" means a person that operates an ALPR system, but does not include a transportation agency when subject to Section 31490 of the Streets and Highways Code.

(d) "Automated license plate recognition system" or "ALPR system" means a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data.

(e) "Person" means any natural person, public agency, partnership, firm, association, corporation, limited liability company, or other legal entity.

(f) "Public agency" means the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county, including, but not limited to, a law enforcement agency.

1798.90.51. An ALPR operator shall do all of the following:

(a) Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure.

(b) (1) Implement a usage and privacy policy in order to ensure that the collection, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be available to the public in writing, and, if the ALPR operator has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.

(2) The usage and privacy policy shall, at a minimum, include all of the following:

(A) The authorized purposes for using the ALPR system and collecting ALPR information.

(B) A description of the job title or other designation of the employees and independent contractors who are authorized to use or access the ALPR system, or to collect ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.

(C) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(D) The purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons.

(E) The title of the official custodian, or owner, of the ALPR system responsible for implementing this section.

(F) A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.

(G) The length of time ALPR information will be retained, and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.

1798.90.52. If an ALPR operator accesses or provides access to ALPR information, the ALPR operator shall do both of the following:

(a) Maintain a record of that access. At a minimum, the record shall include all of the following:

- (1) The date and time the information is accessed.
- (2) The license plate number or other data elements used to query the ALPR system.
- (3) The username of the person who accesses the information, and, as applicable, the organization or entity with whom the person is affiliated.
- (4) The purpose for accessing the information.

(b) Require that ALPR information only be used for the authorized purposes described in the usage and privacy policy required by subdivision (b) of Section 1798.90.51.

1798.90.53. An ALPR end-user shall do all of the following:

(a) Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure.

(b) (1) Implement a usage and privacy policy in order to ensure that the access, use, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be available to the public in writing, and, if the ALPR end-user has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.

(2) The usage and privacy policy shall, at a minimum, include all of the following:

(A) The authorized purposes for accessing and using ALPR information.

(B) A description of the job title or other designation of the employees and independent contractors who are authorized to access and use ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.

(C) A description of how the ALPR system will be monitored to ensure the security of the information accessed or used, and compliance with all applicable privacy laws and a process for periodic system audits.

(D) The purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons.

(E) The title of the official custodian, or owner, of the ALPR information responsible for implementing this section.

(F) A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.

(G) The length of time ALPR information will be retained, and the process the ALPR end-user will utilize to determine if and when to destroy retained ALPR information.

1798.90.54. (a) In addition to any other sanctions, penalties, or remedies provided by law, an individual who has been harmed by a violation of this title, including, but not limited to, unauthorized access or use of ALPR information or a breach of security of an ALPR system, may bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm.

(b) The court may award a combination of any one or more of the following:

- (1) Actual damages, but not less than liquidated damages in the amount of two thousand five hundred dollars (\$2,500).
- (2) Punitive damages upon proof of willful or reckless disregard of the law.
- (3) Reasonable attorney's fees and other litigation costs reasonably incurred.
- (4) Other preliminary and equitable relief as the court determines to be appropriate.

1798.90.55. Notwithstanding any other law or regulation:

(a) A public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.

(b) A public agency shall not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by law. For purposes of this section, the provision of data hosting or towing services shall not be considered the sale, sharing, or transferring of ALPR information.

SEC. 4. (a) Section 1.1 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by both this bill and Senate Bill 570. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.29 of the Civil Code, (3) Assembly Bill 964 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Senate Bill 570, in which case Sections 1, 1.2, and 1.3 of this bill shall not become operative.

(b) Section 1.2 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by both this bill and Assembly Bill 964. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.29 of the Civil Code, (3) Senate Bill 570 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 964, in which case Sections 1, 1.1, and 1.3 of this bill shall not become operative.

(c) Section 1.3 of this bill incorporates amendments to Section 1798.29 of the Civil Code proposed by this bill, Senate Bill 570, and Assembly Bill 964. It shall only become operative if (1) all three bills are enacted and become effective on or before January 1, 2016, (2) all three bills amend Section 1798.29 of the Civil Code, and (3) this bill is enacted after Senate Bill 570 and Assembly Bill 964, in which case Sections 1, 1.1, and 1.2 of this bill shall not become operative.

SEC. 5. (a) Section 2.1 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by both this bill and Senate Bill 570. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.82 of the Civil Code, (3) Assembly Bill 964 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Senate Bill 570, in which case Sections 2, 2.2, and 2.3 of this bill shall not become operative.

(b) Section 2.2 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by both this bill and Assembly Bill 964. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2016, (2) each bill amends Section 1798.82 of the Civil Code, (3) Senate Bill 570 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 964, in which case Sections 2, 2.1, and 2.3 of this bill shall not become operative.

(c) Section 2.3 of this bill incorporates amendments to Section 1798.82 of the Civil Code proposed by this bill, Senate Bill 570, and Assembly Bill 964. It shall only become operative if (1) all three bills are enacted and become effective on or before January 1, 2016, (2) all three bills amend Section 1798.82 of the Civil Code, and (3) this bill is enacted after Senate Bill 570 and Assembly Bill 964, in which case Sections 2, 2.1, and 2.2 of this bill shall not become operative.



**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
CHAD BIANCO, SHERIFF**

TO: City Manager Jon McMillen

DATE: 02/27/2023

FROM: Lt. Andy Martinez

SUBJECT: Gunshot Detection Deployment in La Quinta

Attachments

1. La Quinta Cove Community – Focus Area Map
2. ShotSpotter Quote
3. Flock Safety Quote

Background

Gun violence continues to be a primary concern for La Quinta residents, specifically residents within the La Quinta Cove community. During the years of 2020, 2021 and 2022, a total of 183, 82, and 51 reports of gunfire were reported in La Quinta, respectively. While it is commonly known that a lot of crime is not reported, ShotSpotter and Flock Safety assert that in cases of gun fire, the rate of unreported incidents averages 80%. If this average is true to the La Quinta community, the actual rates of gunfire for the same year periods could be as high as 915, 410, and 225.

Solving gun fire cases is a difficult task when we consider the little information callers have or provide when reporting gunfire. Most callers only hear the gunfire and don't witness it, reporting that gunfire was heard "behind" their address or "a few blocks away". The only investigative response that can be provided is a canvass of the neighboring area for other witnesses, victims or evidence of gunfire (i.e. spent casings on the roadway).

Gunshot detection software serves to triangulate the shots heard by strategically placed sensors within the focus area and deliver that information to responding deputies. Rather than responding to a general area, responses can be immediately focused to the exact origin of gunfire where deputies can begin searching for fleeing vehicles, suspects on foot, evidence in the roadway or have a narrowed scene to begin door to door canvassing for potential witnesses or community owned surveillance cameras.

The city of Perris is a recent customer of ShotSpotter and a contract partner of the Riverside County Sheriff's Department. The captain of the Perris Station said they have seen a significant benefit to their gunfire responses and investigations since the deployment of ShotSpotter and are considering increasing the focus area in Perris.


Recommendation

It is recommended that council consider both ShotSpotter and Flock Safety as viable providers of Gunshot Detection technology. The Riverside County Sheriff’s Department (RCSD) doesn’t not have a preference as to either and recognizes the technology maturity of each. ShotSpotter is the first vendor to offer this type of solution and has done so over the past decade. Flock Safety is relatively new to this segment of the market but has proven its ability to respond to law enforcement needs and design of their technology. Also, Flock Safety is RCSD’s preferred vendor for Automated License Plate Reading (ALPR) technology and Flock does present a benefit in having an integrated/unified system that can manage, ALPR, Gunshot Detection, and sync with the city’s existing Public Safety Camera System (PSCS).

Fiscal Impact

For the purpose of obtaining competitive quotes with the maximum benefit to the La Quinta Cove Community, the focus area was identified to include the entire cove community and the lower ungated residential areas along Washington St. This focus areas measured to be about 2 square miles. (See Attachment #1).

ShotSpotter	\$99,000
Flock Safety	\$50,000



Lt. Andy Martinez

La Quinta Cove Community

GunShot Detection Focus Area





Quotation

39300 Civic Center Dr., Suite 300
 Fremont, CA 94538-2337
 Phone: 888.274.6877 Fax: 650.887.2106

DATE 2023-02-27
Quotation # LAQUINTA022723
Customer ID La Quinta PD

Quotation For:
 Assistant Chief Andres Martinez
 La Quinta Police Department
 Civic Center Campus
 78-495 Calle Tampico
 La Quinta, CA 92253

Quotation valid until: 2023-05-28
 Prepared by: M. DeSeve

Comments or Special Instructions: Respond Annual Subscription Services for one year for 2 mi² of coverage. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Respond Services Agreement. Upon acceptance of this price quote, ShotSpotter will develop a formal proposal. ShotSpotter systems are deployed to provide coverage for a specified area. The pricing presented below assumes a simplified design for the proposed ShotSpotter coverage area, one that targets the City's highest crime area(s), while avoiding a highly customized coverage area. ShotSpotter will locate the proposed two square mile coverage area based upon the Police Department's requirements. ShotSpotter will collaborate with Police Department stakeholders to determine the final coverage area location and related boundaries.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Silva			Electronic	Net 30	
QUANTITY	DESCRIPTION		UNIT PRICE	TAXABLE?	AMOUNT
2 mi ²	ShotSpotter Respond Annual Subscription Services		\$49,500* per mi ²		\$99,000
2 mi ²	One-time ShotSpotter Service Initiation fee		Included		\$0
1	One-time ShotSpotter Onboarding fee		Included		\$0
				SUBTOTAL	\$99,000
				TAX RATE	
				SALES TAX	\$0
				OTHER	\$0
				TOTAL	\$99,000

Please contact Jason Silva at 510.513.3921 or jsilva@shotspotter.com with any questions or to accept this quote and request a formal proposal.

*ShotSpotter's current annual subscription fee for cities the size of La Quinta is \$49,500 per square mile. Please note, this rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two square miles will be at ShotSpotter's standard annual subscription rate of \$70,000 per square mile, plus a one-time Service Initiation Fee of \$10,000 per mi².

THANK YOU FOR YOUR BUSINESS!



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Created Date: 02/21/2023

Expiration Date: 03/31/2023

Quote Number: Q-15489

Prepared By: Jesse Mund

Phone: 7138996379

Email: jesse.mund@flocksafety.com

Address Information

Bill To:

78495 Calle Tampico
La Quinta, California 92253

Ship To:

78495 Calle Tampico
La Quinta, California 92253

Billing Company Name: CA-City of La Quinta

Billing Contact Name:

Billing Email Address:

Billing Phone:

Billing Fax:

Terms and Conditions

Contract Start Date: 03/31/2023

Subscription Term: 24 Months

Billing Frequency: 50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.



Professional Services and One-Time Purchases

Services and One Time Fees	Service Description	Sales Price	Quantity	Total Price
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	69.00	\$24,150.00

Hardware and Software Products

Annual recurring amounts over subscription term

Products	Product Description	Product Sales Price	Product Quantity	Annual Product Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	69	\$172,500.00
Raven Audio Detection Device - 1mi	Raven Audio detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.	\$25,000.00	2	\$50,000.00

Subtotal Year 1:	\$246,650.00
Annual Recurring Subtotal:	\$222,500.00
Subscription Term:	24 Months
Estimated Tax:	\$0.00
Contract Total:	\$469,150.00

f^Yock safety

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

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City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS FRITZ BURNS PARK IMPROVEMENTS PROJECT NO. 2021-02 DRAFT MASTER PLAN

RECOMMENDATION

Discuss Fritz Burns Park Improvements Project No. 2021-02 Draft Master Plan.

EXECUTIVE SUMMARY

- Fritz Burns Park (Park) is located on the corner of Avenue 52 and Avenida Bermudas (Attachment 1) and currently contains:
 - Swimming pool
 - Children's play area
 - Picnic tables and benches
 - Restrooms
 - 6 tennis courts
 - 8 pickle ball courts
 - Water Feature
 - Skate park
 - Dog park
 - Parking lot and off-street parking
- The La Quinta community identified additional amenities at the Park as a priority during the 2021 annual Community Workshop.
- A Fritz Burns Park Draft Master Plan (Draft Plan) has been developed, which includes community feedback acquired through an initial community survey.
- The Draft Plan identifies four (4) phases to implement additional Park amenities. (Attachment 2)

FISCAL IMPACT

The Capital Improvement Program (CIP) currently includes funding for this project in the amount of \$850,000 for master planning and design services. The detailed construction estimates (with 15% construction contingency) for the proposed four (4) phases are identified in Attachment 3, which include soft costs and are summarized below:

PHASE	COST ESTIMATE
Phase 1*	\$604,909
Phase 2	\$3,672,539
Phase 3	\$390,517
Phase 4	\$1,367,126
TOTAL	\$6,035,091

*Staff is currently procuring cost estimates from vendors for this phase

BACKGROUND/ANALYSIS

The total project area is 7.5 acres, located on the corner of Avenue 52 and Avenida Bermudas. The Fritz Burns property was donated to the City to serve as noncommercial public space. The property currently has a regional Park and is adjacent to the City's Corporate Yard and Fire Station No. 32. The Park contains a swimming pool, children's play area, picnic tables and benches, restrooms, six (6) tennis courts, eight (8) pickle ball courts, a water feature, a skate park, a dog park, parking lot and off-street parking.

The La Quinta community identified additional amenities at the Park as a priority during the 2021 annual Community Workshop. Subsequently, funding was included in the fiscal year (FY) 2021/22 CIP to provide master planning services and in FY 2022/23 CIP to provide design services.

Following a request for proposals in 2022, IN-SITE Landscape Architecture, Inc. was selected to provide master planning services for this project and the Draft Plan was prepared.

The Draft Plan proposes to keep most of the existing Park amenities, including courts, skate park, playground, pool, and pool building; and identifies four (4) phases to implement additional amenities and improvements as outlined below:

Phase 1:

- ✓ Replacement of tennis court/pickle ball court shade structures;
- ✓ Conversion of two (2) tennis courts to eight (8) pickle ball courts.

Phase 2:

- ✓ Plaza with public art play element, seating, and shade;
- ✓ Expanded playground with new equipment, shade, lighting, and drinking fountains;
- ✓ Restroom building;
- ✓ Tree lined promenade with seating and picnic tables;
- ✓ Bicycle racks and tune-up station.

Phase 3:

- ✓ Modified existing parking lot;
- ✓ New parking lot with tree islands;
- ✓ Electric Vehicle charging stations.

Phase 4:

- ✓ New water playground wading pool;
- ✓ Expanded pool deck with shade and seating;
- ✓ Expanded pool equipment area.

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

Attachments: 1. Project Location
2. Draft Phased Master Plan
3. Draft Phased Opinion of Probable Construction Costs



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FRITZ BURNS PARK MASTER PLAN



Preliminary Idea of the Tree-lined promenade with seating



Preliminary Idea of the Pool expansion with Water Playground



Preliminary Idea of new plaza with public art play element



Preliminary Idea of new plaza with public art play element



Preliminary Idea of enhanced shading and landscaping of parking



Preliminary Idea of the eight additional pickleball courts



Preliminary Idea of the Expanded Playground with Shade and Lighting



Option to add a new Tennis Court or Pickleball Courts into City of La Quinta Operations and Maintenance Yard

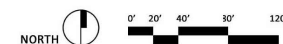


Option to Keep the Existing Dog Park and not Expand the Parking Lot



Option to Remove Skate Park and Expand Parking Lot

(All Preliminary Ideas are subject to change)



FRITZ BURNS PARK MASTER PLAN



Preliminary Idea of the Tree-lined promenade with seating



Preliminary Idea of the Pool expansion with Water Playground



Preliminary Idea of new plaza with public art play element



Preliminary Idea of new plaza with public art play element



Preliminary Idea of enhanced shading and landscaping of parking



Preliminary Idea of the eight additional pickleball courts



Preliminary Idea of the Expanded Playground with Shade and Lighting



Option to add a new Tennis Court or Pickleball Courts into City of La Quinta Operations and Maintenance Yard



Option to Keep the Existing Dog Park and not Expand the Parking Lot



Option to Remove Skate Park and Expand Parking Lot

(All Preliminary Ideas are subject to change)

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

03/01/2023

Item No.	Description	Unit Price	Unit	Base Master Plan	Total Price
1.0	DEMOLITION				
	Mobilization	\$ 18,000.00	AC	5.50	\$99,000.00
	Demolition, Miscellaneous Removals	\$ 4,000.00	AC	5.50	\$22,000.00
	Portable Restroom w/ hand washing Station	\$ 400.00	MTH	28.00	\$11,200.00
	Sawcut Existing Asphalt	\$ 3.00	LF	814.00	\$2,442.00
	Demo Asphalt and Base Course	\$ 3.00	SF	3,323.00	\$9,969.00
	Demo Existing Shrubs and irrigation	\$ 1.00	SF	14,644.00	\$14,644.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	\$ 1.00	SF	8,762.00	\$8,762.00
	Demo Turf	\$ 1.00	SF	41,891.00	\$41,891.00
	Sawcut Concrete	\$ 3.25	LF	278.00	\$903.50
	Demolish Concrete Paving	\$ 3.00	SF	9,208.00	\$27,624.00
	Demolish Play Area Surfacing	\$ 0.50	SF	6,649.00	\$3,324.50
	Demolish Existing Skate Park (see options)	\$ 30,000.00	LS	-	\$0.00
	Demolish Existing Overhead Structure (at Stadium Seating)	\$ 5,000.00	EA	1.00	\$5,000.00
	Demolish Existing Overhead Structures	\$ 1,000.00	EA	12.00	\$12,000.00
	Demo Existing Trees and Grind Roots	\$ 1,500.00	EA	18.00	\$27,000.00
	Demo Fence	\$ 3.00	LF	485.00	\$1,455.00
	Demo Masonry Walls	\$ 10.00	LF	74.00	\$740.00
	Demo Concrete Curb	\$ 4.00	LF	720.00	\$2,880.00
SUBTOTAL "DEMOLITION" ITEMS:					
					\$290,835.00
2.0	GRADING				
	Construction Water	\$ 500.00	AC	5.50	\$2,750.00
	Cut / Fill (Assume 1' depth)	\$ 6.00	CY	2,613.81	\$15,682.89
	Fine Grade	\$ 0.10	SF	70,573.00	\$7,057.30
	Overex	\$ 0.40	SF	30,089.00	\$12,035.60
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWCB requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	\$ 9,000.00	AC	5.50	\$49,500.00
SUBTOTAL "GRADING" ITEMS:					
					\$87,025.79
3.0	STORM DRAIN				
	Storm Drain Pipe PVC 06-inch Sch. 40	\$ 40.25	LF	580.00	\$23,345.00
	Storm Drain Pipe PVC 12-inch Sch. 40	\$ 51.75	LF	550.00	\$28,462.50
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	\$ 368.00	EA	12.00	\$4,416.00
SUBTOTAL "STORM DRAIN" ITEMS:					
					\$56,223.50
4.0	WATER				
	Water supply for pool play equipment	\$ 40,000.00	LS	1.00	\$40,000.00
	Water Meter / Service/ and Backflow Preventer	\$ 40,000.00	EA	1.00	\$40,000.00
SUBTOTAL "WATER" ITEMS:					
					\$80,000.00
5.0	DRY UTILITIES				
	Below Grade Electrical Conduit and Wire Run (All required)	\$ 30.00	LF	1,003.00	\$30,090.00
	Pullbox (All required)	\$ 2,500.00	AC	3.40	\$8,500.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	\$ 250.00	EA	11.00	\$2,750.00
	Event Electric Power Pedestal	\$ 3,385.00	EA	1.00	\$3,385.00
	30 AMP Power Pedestal	\$ 1,200.00	EA	1.00	\$1,200.00
	Park Light Type 'A'	\$ 7,500.00	EA	12.00	\$90,000.00
	Park Light Type 'B' Bollard Light Light	\$ 7,500.00	EA	16.00	\$120,000.00
	Park Light Type 'C' Trellis / Down Light	\$ 1,200.00	EA	12.00	\$14,400.00
	New Tennis Court Lighting (See options)	\$ 15,000.00	EA	-	\$0.00
	Panels with feeder wire only	\$ 16,200.00	EA	1.00	\$16,200.00
	Electrical Company - Connection	\$ 49,700.00	LS	1.00	\$49,700.00
SUBTOTAL "DRY UTILITY" ITEMS:					
					\$336,225.00
6.0	SURFACE IMPROVEMENTS				
	Construct Curb & Gutter 6"	\$ 31.00	LF	930.00	\$28,830.00
	4-inch PCC Walkway	\$ 10.00	SF	18,085.00	\$180,850.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	\$ 2.00	SF	14,115.00	\$28,230.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	\$ 2.00	SF	14,115.00	\$28,230.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	\$ 15.00	LF	890.00	\$13,350.00
	Construct Curb at Tot Lot	\$ 65.00	LF	443.00	\$28,795.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 6.00	SF	6,969.00	\$41,814.00

FRITZ BURNS PARK MASTER PLAN
Opinion of Probable Construction Cost Estimate

03/01/2023

Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$	20.00	SF	1,760.00	\$35,200.00
Construct Play Area ADA Ramp (4 Locations)	\$	15.00	SF	200.00	\$3,000.00
Construct Stabilized Decomposed Granite 4-inch	\$	3.00	SF	1,780.00	\$5,340.00
Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	\$	50.00	SF	30.00	\$1,500.00
Construct Asphalt Paving Class II Base	\$	1.50	SF	6,288.00	\$9,432.00
Construct Asphalt Paving	\$	3.00	SF	6,288.00	\$18,864.00
Resurface Asphalt Paving	\$	1.50	SF	23,024.00	\$34,536.00
Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	\$	8,000.00	LS	1.00	\$8,000.00

SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:

					\$465,971.00
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7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES					
	Construct 5' high Tubular Steel Fence	\$	50.00	LF	182.00	\$9,100.00
	Construct 12' high Chain Link Fence (See Options)	\$	80.00	LF	-	\$0.00
	Paint / Refinish Existing Tubular Steel Fence	\$	5.00	LF	201.00	\$1,005.00
	Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	\$	1,200.00	EA	2.00	\$2,400.00
	Construct Retaining Wall	\$	150.00	LF	85.00	\$12,750.00
	Construct Seat Wall	\$	120.00	LF	167.00	\$20,040.00
	Boulder Seat Walls	\$	800.00	EA	70.00	\$56,000.00
	Shade Sail Posts	\$	3,000.00	EA	7.00	\$21,000.00
	Shade Sail Fabric	\$	5,000.00	EA	3.00	\$15,000.00
	Court Nets	\$	2,000.00	EA	8.00	\$16,000.00
	Overhead Structure A - 22'X32' Custom Curved	\$	76,730.00	EA	2.00	\$153,460.00
	Overhead Structure C - Bleachers - 24'X63'	\$	154,517.50	EA	1.00	\$154,517.50
	Overhead Structure D - 14'X14'	\$	42,281.25	EA	2.00	\$84,562.50
	Overhead Structure F - 14'X86'	\$	132,325.75	EA	1.00	\$132,325.75
	Overhead Structure G- 16'X42' Custom Curved	\$	67,363.75	EA	1.00	\$67,363.75
	Overhead Structure H - Radium	\$	62,283.75	EA	4.00	\$249,135.00
	Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	\$	2.50	LF	3,217.00	\$8,042.50

SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:

					\$1,002,702.00
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8.0	LANDSCAPE					
	Tree 24" Box	\$	320.00	EA	46.00	\$14,720.00
	Tree 36" Box	\$	800.00	EA	26.00	\$20,800.00
	Palm - Phoenix dactylifera	\$	5,500.00	EA	17.00	\$93,500.00
	Root Barrier	\$	9.00	LF	468.00	\$4,212.00
	Shrub 5 Gal	\$	25.00	EA	2,396.00	\$59,900.00
	Turf - Bermuda Sod	\$	1.00	SF	14,009.00	\$14,009.00
	Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	\$	1.00	SF	30,211.00	\$30,211.00
	Irrigation	\$	2.50	SF	44,220.00	\$110,550.00
	New Irrigation Controller	\$	15,000.00	EA	1.00	\$15,000.00
	Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$	0.20	SF	44,220.00	\$8,844.00
	Weed Abatement	\$	0.02	SF	44,220.00	\$884.40
	Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$	0.20	SF	44,220.00	\$8,844.00
	Boulder (12-inch - 24-inch) 'Desert Select'	\$	200.00	EA	25.00	\$5,000.00
	Boulder (24-inch - 30-inch) 'Desert Select'	\$	350.00	EA	25.00	\$8,750.00
	Boulder (30-inch - 36-inch) 'Desert Select'	\$	450.00	EA	25.00	\$11,250.00

SUBTOTAL "LANDSCAPE" ITEMS:

					\$406,474.40
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9.0	SITE FURNISHINGS					
	Trash Receptacle	\$	1,500.00	EA	14.00	\$21,000.00
	Hot Coal Container	\$	1,600.00	EA	2.00	\$3,200.00
	Drinking Fountain	\$	7,000.00	EA	3.00	\$21,000.00
	Bike Rack (Inc. Footing)	\$	1,200.00	EA	7.00	\$8,400.00
	Bike Tune up station (Inc. Footing)	\$	3,000.00	EA	1.00	\$3,000.00
	BBQ Grill (Inc. Footing)	\$	800.00	EA	2.00	\$1,600.00
	Bench	\$	2,500.00	EA	18.00	\$45,000.00
	Table with Chairs	\$	5,000.00	EA	5.00	\$25,000.00
	Umbrella	\$	2,000.00	EA	11.00	\$22,000.00
	Small Table at pool Lounge Chairs	\$	400.00	EA	11.00	\$4,400.00
	Moveable Chaise Lounge	\$	1,600.00	EA	22.00	\$35,200.00
	Fixed Chaise Lounge	\$	3,000.00	EA	18.00	\$54,000.00
	Picnic Table	\$	3,000.00	EA	9.00	\$27,000.00
	Goric Modular seating Curvy Blocks at Plaza	\$	750.00	EA	110.00	\$82,500.00
	Construct Dog Bag Dispenser (Inc. Footing, etc.)	\$	350.00	EA	2.00	\$700.00

SUBTOTAL "SITE FURNISHINGS" ITEMS:

FRITZ BURNS PARK MASTER PLAN
Opinion of Probable Construction Cost Estimate

03/01/2023

				\$354,000.00
10.0	PARK AMENITIES			
	New Wading Pool	\$ 200,000.00	EA 1.00	\$200,000.00
	Play Structure at Wading Pool	\$ 300,000.00	EA 1.00	\$300,000.00
	Play Structures at Playground	\$ 250,000.00	EA 1.00	\$250,000.00
	Public Restroom	\$ 400,000.00	EA 1.00	\$400,000.00

SUBTOTAL "PARK AMENITIES" ITEMS:

				\$1,150,000.00
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SUMMARY				Subtotal:
1.0	DEMOLITION			\$290,835.00
2.0	GRADING			\$87,025.79
3.0	STORM DRAIN			\$56,223.50
4.0	WATER			\$80,000.00
5.0	DRY UTILITIES			\$336,225.00
6.0	SURFACE IMPROVEMENTS			\$465,971.00
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$1,002,702.00
8.0	LANDSCAPE			\$406,474.40
9.0	SITE FURNISHINGS			\$354,000.00
10.0	PARK AMENITIES			\$1,150,000.00

SUB TOTAL PROBABLE CONSTRUCTION COSTS:	\$4,229,456.69
Contingency (15%)	\$634,418.50
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:	\$4,863,875.19

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 1

03/01/2023

Item No.	Description	Unit Price	Unit	Unit Price	Unit	Base Master Plan	Total Price
1.0	DEMOLITION						
	Mobilization	\$ 18,000.00	AC	\$ 18,000.00	AC	0.80	\$14,400.00
	Demolition, Miscellaneous Removals	\$ 4,000.00	AC	\$ 4,000.00	AC	0.80	\$3,200.00
	Portable Restroom w/ hand washing Station	\$ 400.00	MTH	\$ 400.00	MTH	2.00	\$800.00
	Sawcut Existing Asphalt	\$ 3.00	LF	\$ 3.00	LF	-	\$0.00
	Demo Asphalt and Base Course	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
	Demo Existing Shrubs and irrigation	\$ 1.00	SF	\$ 1.00	SF	-	\$0.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	\$ 1.00	SF	\$ 1.00	SF	3,005.00	\$3,005.00
	Demo Turf	\$ 1.00	SF	\$ 1.00	SF	-	\$0.00
	Sawcut Concrete	\$ 3.25	LF	\$ 3.25	LF	45.00	\$146.25
	Demolish Concrete Paving	\$ 3.00	SF	\$ 3.00	SF	186.00	\$558.00
	Demolish Play Area Surfacing	\$ 0.50	SF	\$ 0.50	SF	15.00	\$7.50
	Demolish Existing Skate Park (see options)	\$ 30,000.00	LS	\$ 30,000.00	LS	-	\$0.00
	Demolish Existing Overhead Structure (at Stadium Seating)	\$ 5,000.00	EA	\$ 5,000.00	EA	1.00	\$5,000.00
	Demolish Existing Overhead Structures	\$ 1,000.00	EA	\$ 1,000.00	EA	-	\$0.00
	Demo Existing Trees and Grind Roots	\$ 1,500.00	EA	\$ 1,500.00	EA	-	\$0.00
	Demo Fence	\$ 3.00	LF	\$ 3.00	LF	-	\$0.00
	Demo Masonry Walls	\$ 10.00	LF	\$ 10.00	LF	-	\$0.00
	Demo Concrete Curb	\$ 4.00	LF	\$ 4.00	LF	-	\$0.00

SUBTOTAL "DEMOLITION" ITEMS:

							\$27,116.75
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2.0	GRADING						
	Construction Water	\$ 500.00	AC	\$ 500.00	AC	0.80	\$400.00
	Cut / Fill (Assume 1' depth)	\$ 6.00	CY	\$ 6.00	CY	111.30	\$667.78
	Fine Grade	\$ 0.10	SF	\$ 0.10	SF	3,005.00	\$300.50
	Overex	\$ 0.40	SF	\$ 0.40	SF	-	\$0.00
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWCB requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	\$ 9,000.00	AC	\$ 9,000.00	AC	0.80	\$7,200.00

SUBTOTAL "GRADING" ITEMS:

							\$8,568.28
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3.0	STORM DRAIN						
	Storm Drain Pipe PVC 06-inch Sch. 40	\$ 40.25	LF	\$ 40.25	LF	-	\$0.00
	Storm Drain Pipe PVC 12-inch Sch. 40	\$ 51.75	LF	\$ 51.75	LF	-	\$0.00
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	\$ 368.00	EA	\$ 368.00	EA	-	\$0.00

SUBTOTAL "STORM DRAIN" ITEMS:

							\$0.00
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4.0	WATER						
	Water supply for pool play equipment	\$ 40,000.00	LS	\$ 40,000.00	LS	-	\$0.00
	Water Meter / Service/ and Backflow Preventer	\$ 40,000.00	EA	\$ 40,000.00	EA	-	\$0.00

SUBTOTAL "WATER" ITEMS:

							\$0.00
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5.0	DRY UTILITIES						
	Below Grade Electrical Conduit and Wire Run (All required)	\$ 30.00	LF	\$ 30.00	LF	134.00	\$4,020.00
	Pullbox (All required)	\$ 2,500.00	AC	\$ 2,500.00	AC	-	\$0.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	\$ 250.00	EA	\$ 250.00	EA	4.00	\$1,000.00
	Event Electric Power Pedestal	\$ 3,385.00	EA	\$ 3,385.00	EA	-	\$0.00
	30 AMP Power Pedestal	\$ 1,200.00	EA	\$ 1,200.00	EA	-	\$0.00
	Park Light Type 'A'	\$ 7,500.00	EA	\$ 7,500.00	EA	1.00	\$7,500.00
	Park Light Type 'B' Bollard Light Light	\$ 7,500.00	EA	\$ 7,500.00	EA	-	\$0.00
	Park Light Type 'C' Trellis / Down Light	\$ 1,200.00	EA	\$ 1,200.00	EA	8.00	\$9,600.00
	New Tennis Court Lighting (See options)	\$ 15,000.00	EA	\$ 15,000.00	EA	-	\$0.00
	Panels with feeder wire only	\$ 16,200.00	EA	\$ 16,200.00	EA	-	\$0.00
	Electrical Company - Connection	\$ 49,700.00	LS	\$ 49,700.00	LS	-	\$0.00

SUBTOTAL "DRY UTILITY" ITEMS:

							\$22,120.00
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6.0	SURFACE IMPROVEMENTS						
	Construct Curb & Gutter 6"	\$ 31.00	LF	\$ 31.00	LF	-	\$0.00
	4-inch PCC Walkway	\$ 10.00	SF	\$ 10.00	SF	-	\$0.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	\$ 2.00	SF	\$ 2.00	SF	14,115.00	\$28,230.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	\$ 2.00	SF	\$ 2.00	SF	14,115.00	\$28,230.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	\$ 15.00	LF	\$ 15.00	LF	-	\$0.00
	Construct Curb at Tot Lot	\$ 65.00	LF	\$ 65.00	LF	-	\$0.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 6.00	SF	\$ 6.00	SF	-	\$0.00
	Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 20.00	SF	\$ 20.00	SF	-	\$0.00
	Construct Play Area ADA Ramp (4 Locations)	\$ 15.00	SF	\$ 15.00	SF	-	\$0.00

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate Phase 1

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Construct Stabilized Decomposed Granite 4-inch	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	\$ 50.00	SF	\$ 50.00	SF	-	\$0.00
Construct Asphalt Paving Class II Base	\$ 1.50	SF	\$ 1.50	SF	-	\$0.00
Construct Asphalt Paving	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
Resurface Asphalt Paving	\$ 1.50	SF	\$ 1.50	SF	-	\$0.00
Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	\$ 8,000.00	LS	\$ 8,000.00	LS	-	\$0.00

SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:

						\$56,460.00
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7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES					
	Construct 5' high Tubular Steel Fence	\$ 50.00	LF	\$ 50.00	LF	\$0.00
	Construct 12' high Chain Link Fence (See Options)	\$ 80.00	LF	\$ 80.00	LF	\$0.00
	Paint / Refinsh Existing Tubular Steel Fence	\$ 5.00	LF	\$ 5.00	LF	\$0.00
	Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	\$ 1,200.00	EA	\$ 1,200.00	EA	\$0.00
	Construct Retaining Wall	\$ 150.00	LF	\$ 150.00	LF	\$0.00
	Construct Seat Wall	\$ 120.00	LF	\$ 120.00	LF	\$0.00
	Boulder Seat Walls	\$ 800.00	EA	\$ 800.00	EA	\$0.00
	Shade Sail Posts	\$ 3,000.00	EA	\$ 3,000.00	EA	\$0.00
	Shade Sail Fabric	\$ 5,000.00	EA	\$ 5,000.00	EA	\$0.00
	Court Nets	\$ 2,000.00	EA	\$ 2,000.00	EA	8.00 \$16,000.00
	Overhead Structure A - 22'X32' Custom Curved	\$ 76,730.00	EA	\$ 76,730.00	EA	\$0.00
	Overhead Structure C - Bleachers - 24'X63'	\$ 154,517.50	EA	\$ 154,517.50	EA	1.00 \$154,517.50
	Overhead Structure D - 14'X14'	\$ 42,281.25	EA	\$ 42,281.25	EA	2.00 \$84,562.50
	Overhead Structure F - 14'X86'	\$ 132,325.75	EA	\$ 132,325.75	EA	1.00 \$132,325.75
	Overhead Structure G- 16'X42' Custom Curved	\$ 67,363.75	EA	\$ 67,363.75	EA	\$0.00
	Overhead Structure H - Radium	\$ 62,283.75	EA	\$ 62,283.75	EA	\$0.00
	Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	\$ 2.50	LF	\$ 2.50	LF	315.00 \$787.50

SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:

						\$388,193.25
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8.0	LANDSCAPE					
	Tree 24" Box	\$ 320.00	EA	\$ 320.00	EA	1.00 \$320.00
	Tree 36" Box	\$ 800.00	EA	\$ 800.00	EA	\$0.00
	Palm - Phoenix dactylifera	\$ 5,500.00	EA	\$ 5,500.00	EA	\$0.00
	Root Barrier	\$ 9.00	LF	\$ 9.00	LF	\$0.00
	Shrub 5 Gal	\$ 25.00	EA	\$ 25.00	EA	338.00 \$8,450.00
	Turf - Bermuda Sod	\$ 1.00	SF	\$ 1.00	SF	\$0.00
	Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	\$ 1.00	SF	\$ 1.00	SF	3,005.00 \$3,005.00
	Irrigation	\$ 2.50	SF	\$ 2.50	SF	3,005.00 \$7,512.50
	New Irrigation Controller	\$ 15,000.00	EA	\$ 15,000.00	EA	\$0.00
	Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20	SF	\$ 0.20	SF	3,005.00 \$601.00
	Weed Abatement	\$ 0.02	SF	\$ 0.02	SF	3,005.00 \$60.10
	Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20	SF	\$ 0.20	SF	3,005.00 \$601.00
	Boulder (12-inch - 24-inch) 'Desert Select'	\$ 200.00	EA	\$ 200.00	EA	\$0.00
	Boulder (24-inch - 30-inch) 'Desert Select'	\$ 350.00	EA	\$ 350.00	EA	\$0.00
	Boulder (30-inch - 36-inch) 'Desert Select'	\$ 450.00	EA	\$ 450.00	EA	\$0.00

SUBTOTAL "LANDSCAPE" ITEMS:

						\$20,549.60
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9.0	SITE FURNISHINGS					
	Trash Receptacle	\$ 1,500.00	EA	\$ 1,500.00	EA	2.00 \$3,000.00
	Hot Coal Container	\$ 1,600.00	EA	\$ 1,600.00	EA	\$0.00
	Drinking Fountain	\$ 7,000.00	EA	\$ 7,000.00	EA	\$0.00
	Bike Rack (Inc. Footing)	\$ 1,200.00	EA	\$ 1,200.00	EA	\$0.00
	Bike Tune up station (Inc. Footing)	\$ 3,000.00	EA	\$ 3,000.00	EA	\$0.00
	BBQ Grill (Inc. Footing)	\$ 800.00	EA	\$ 800.00	EA	\$0.00
	Bench	\$ 2,500.00	EA	\$ 2,500.00	EA	\$0.00
	Table with Chairs	\$ 5,000.00	EA	\$ 5,000.00	EA	\$0.00
	Umbrella	\$ 2,000.00	EA	\$ 2,000.00	EA	\$0.00
	Small Table at pool Lounge Chairs	\$ 400.00	EA	\$ 400.00	EA	\$0.00
	Moveable Chaise Lounge	\$ 1,600.00	EA	\$ 1,600.00	EA	\$0.00
	Fixed Chaise Lounge	\$ 3,000.00	EA	\$ 3,000.00	EA	\$0.00
	Picnic Table	\$ 3,000.00	EA	\$ 3,000.00	EA	\$0.00
	Goric Modular seating Curvy Blocks at Plaza	\$ 750.00	EA	\$ 750.00	EA	\$0.00
	Construct Dog Bag Dispenser (Inc. Footing, etc.)	\$ 350.00	EA	\$ 350.00	EA	\$0.00

SUBTOTAL "SITE FURNISHINGS" ITEMS:

						\$3,000.00
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10.0	PARK AMENITIES					
	New Wading Pool	\$ 200,000.00	EA	\$ 200,000.00	EA	\$0.00
	Play Structure at Wading Pool	\$ 300,000.00	EA	\$ 300,000.00	EA	\$0.00
	Play Structures at Playground	\$ 250,000.00	EA	\$ 250,000.00	EA	\$0.00
	Public Restroom	\$ 400,000.00	EA	\$ 400,000.00	EA	\$0.00

FRITZ BURNS PARK MASTER PLAN	
Opinion of Probable Construction Cost Estimate	Phase 1

03/01/2023

SUBTOTAL "PARK AMENITIES" ITEMS:

	SUMMARY			Subtotal:
1.0	DEMOLITION			\$27,116.75
2.0	GRADING			\$8,568.28
3.0	STORM DRAIN			\$0.00
4.0	WATER			\$0.00
5.0	DRY UTILITIES			\$22,120.00
6.0	SURFACE IMPROVEMENTS			\$56,460.00
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$388,193.25
8.0	LANDSCAPE			\$20,549.60
9.0	SITE FURNISHINGS			\$3,000.00
10.0	PARK AMENITIES			\$0.00
SUB TOTAL PROBABLE CONSTRUCTION COSTS:				\$526,007.88
Contingency (15%)				\$78,901.18
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:				\$604,909.06

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 2

03/01/2023

Item No.	Description	Unit Price	Unit	Unit Price	Unit	Base Master Plan	Total Price
1.0	DEMOLITION						
	Mobilization	\$ 18,000.00	AC	\$ 18,000.00	AC	2.90	\$52,200.00
	Demolition, Miscellaneous Removals	\$ 4,000.00	AC	\$ 4,000.00	AC	2.90	\$11,600.00
	Portable Restroom w/ hand washing Station	\$ 400.00	MTH	\$ 400.00	MTH	12.00	\$4,800.00
	Sawcut Existing Asphalt	\$ 3.00	LF	\$ 3.00	LF	-	\$0.00
	Demo Asphalt and Base Course	\$ 3.00	SF	\$ 3.00	SF	1,170.00	\$3,510.00
	Demo Existing Shrubs and irrigation	\$ 1.00	SF	\$ 1.00	SF	13,886.00	\$13,886.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	\$ 1.00	SF	\$ 1.00	SF	409.00	\$409.00
	Demo Turf	\$ 1.00	SF	\$ 1.00	SF	30,589.00	\$30,589.00
	Sawcut Concrete	\$ 3.25	LF	\$ 3.25	LF	233.00	\$757.25
	Demolish Concrete Paving	\$ 3.00	SF	\$ 3.00	SF	9,022.00	\$27,066.00
	Demolish Play Area Surfacing	\$ 0.50	SF	\$ 0.50	SF	6,634.00	\$3,317.00
	Demolish Existing Skate Park (see options)	\$ 30,000.00	LS	\$ 30,000.00	LS	-	\$0.00
	Demolish Existing Overhead Structure (at Stadium Seating)	\$ 5,000.00	EA	\$ 5,000.00	EA	-	\$0.00
	Demolish Existing Overhead Structures	\$ 1,000.00	EA	\$ 1,000.00	EA	8.00	\$8,000.00
	Demo Existing Trees and Grind Roots	\$ 1,500.00	EA	\$ 1,500.00	EA	7.00	\$10,500.00
	Demo Fence	\$ 3.00	LF	\$ 3.00	LF	-	\$0.00
	Demo Masonry Walls	\$ 10.00	LF	\$ 10.00	LF	74.00	\$740.00
	Demo Concrete Curb	\$ 4.00	LF	\$ 4.00	LF	597.00	\$2,388.00

SUBTOTAL "DEMOLITION" ITEMS:

							\$169,762.25
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2.0	GRADING						
	Construction Water	\$ 500.00	AC	\$ 500.00	AC	2.90	\$1,450.00
	Cut / Fill (Assume 1' depth)	\$ 6.00	CY	\$ 6.00	CY	1,867.85	\$11,207.11
	Fine Grade	\$ 0.10	SF	\$ 0.10	SF	50,432.00	\$5,043.20
	Overex	\$ 0.40	SF	\$ 0.40	SF	18,485.00	\$7,394.00
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWC requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	\$ 9,000.00	AC	\$ 9,000.00	AC	2.90	\$26,100.00

SUBTOTAL "GRADING" ITEMS:

							\$51,194.31
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3.0	STORM DRAIN						
	Storm Drain Pipe PVC 06-inch Sch. 40	\$ 40.25	LF	\$ 40.25	LF	350.00	\$14,087.50
	Storm Drain Pipe PVC 12-inch Sch. 40	\$ 51.75	LF	\$ 51.75	LF	550.00	\$28,462.50
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	\$ 368.00	EA	\$ 368.00	EA	8.00	\$2,944.00

SUBTOTAL "STORM DRAIN" ITEMS:

							\$45,494.00
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4.0	WATER						
	Water supply for pool play equipment	\$ 40,000.00	LS	\$ 40,000.00	LS	-	\$0.00
	Water Meter / Service/ and Backflow Preventer	\$ 40,000.00	EA	\$ 40,000.00	EA	-	\$0.00

SUBTOTAL "WATER" ITEMS:

							\$0.00
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5.0	DRY UTILITIES						
	Below Grade Electrical Conduit and Wire Run (All required)	\$ 30.00	LF	\$ 30.00	LF	869.00	\$26,070.00
	Pullbox (All required)	\$ 2,500.00	AC	\$ 2,500.00	AC	2.90	\$7,250.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	\$ 250.00	EA	\$ 250.00	EA	6.00	\$1,500.00
	Event Electric Power Pedestal	\$ 3,385.00	EA	\$ 3,385.00	EA	-	\$0.00
	30 AMP Power Pedestal	\$ 1,200.00	EA	\$ 1,200.00	EA	-	\$0.00
	Park Light Type 'A'	\$ 7,500.00	EA	\$ 7,500.00	EA	7.00	\$52,500.00
	Park Light Type 'B' Bollard Light Light	\$ 7,500.00	EA	\$ 7,500.00	EA	16.00	\$120,000.00
	Park Light Type 'C' Trellis / Down Light	\$ 1,200.00	EA	\$ 1,200.00	EA	2.00	\$2,400.00
	New Tennis Court Lighting (See options)	\$ 15,000.00	EA	\$ 15,000.00	EA	-	\$0.00
	Panels with feeder wire only	\$ 16,200.00	EA	\$ 16,200.00	EA	-	\$0.00
	Electrical Company - Connection	\$ 49,700.00	LS	\$ 49,700.00	LS	-	\$0.00

SUBTOTAL "DRY UTILITY" ITEMS:

							\$209,720.00
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6.0	SURFACE IMPROVEMENTS						
	Construct Curb & Gutter 6"	\$ 31.00	LF	\$ 31.00	LF	-	\$0.00
	4-inch PCC Walkway	\$ 10.00	SF	\$ 10.00	SF	14,995.00	\$149,950.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	\$ 15.00	LF	\$ 15.00	LF	890.00	\$13,350.00
	Construct Curb at Tot Lot	\$ 65.00	LF	\$ 65.00	LF	443.00	\$28,795.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 6.00	SF	\$ 6.00	SF	6,969.00	\$41,814.00
	Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 20.00	SF	\$ 20.00	SF	1,760.00	\$35,200.00
	Construct Play Area ADA Ramp (4 Locations)	\$ 15.00	SF	\$ 15.00	SF	200.00	\$3,000.00
	Construct Stabilized Decomposed Granite 4-inch	\$ 3.00	SF	\$ 3.00	SF	1,780.00	\$5,340.00

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 2

03/01/2023

Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	\$ 50.00	SF	\$ 50.00	SF	30.00	\$1,500.00
Construct Asphalt Paving Class II Base	\$ 1.50	SF	\$ 1.50	SF	-	\$0.00
Construct Asphalt Paving	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
Resurface Asphalt Paving	\$ 1.50	SF	\$ 1.50	SF	-	\$0.00
Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	\$ 8,000.00	LS	\$ 8,000.00	LS	-	\$0.00

SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:

						\$278,949.00
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7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES					
	Construct 5' high Tubular Steel Fence	\$ 50.00	LF	\$ 50.00	LF	\$0.00
	Construct 12' high Chain Link Fence (See Options)	\$ 80.00	LF	\$ 80.00	LF	\$0.00
	Paint / Refinsh Existing Tubular Steel Fence	\$ 5.00	LF	\$ 5.00	LF	\$0.00
	Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	\$ 1,200.00	EA	\$ 1,200.00	EA	\$0.00
	Construct Retaining Wall	\$ 150.00	LF	\$ 150.00	LF	\$12,750.00
	Construct Seat Wall	\$ 120.00	LF	\$ 120.00	LF	\$20,040.00
	Boulder Seat Walls	\$ 800.00	EA	\$ 800.00	EA	\$56,000.00
	Shade Sail Posts	\$ 3,000.00	EA	\$ 3,000.00	EA	\$21,000.00
	Shade Sail Fabric	\$ 5,000.00	EA	\$ 5,000.00	EA	\$15,000.00
	Court Nets	\$ 2,000.00	EA	\$ 2,000.00	EA	\$0.00
	Overhead Structure A - 22'X32' Custom Curved	\$ 76,730.00	EA	\$ 76,730.00	EA	\$153,460.00
	Overhead Structure C - Bleachers - 24'X63'	\$ 154,517.50	EA	\$ 154,517.50	EA	\$0.00
	Overhead Structure D - 14'X14'	\$ 42,281.25	EA	\$ 42,281.25	EA	\$0.00
	Overhead Structure F - 14'X86'	\$ 132,325.75	EA	\$ 132,325.75	EA	\$0.00
	Overhead Structure G- 16'X42' Custom Curved	\$ 67,363.75	EA	\$ 67,363.75	EA	\$0.00
	Overhead Structure H - Radii	\$ 62,283.75	EA	\$ 62,283.75	EA	\$249,135.00
	Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	\$ 2.50	LF	\$ 2.50	LF	\$4,107.50

SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:

						\$531,492.50
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8.0	LANDSCAPE					
	Tree 24" Box	\$ 320.00	EA	\$ 320.00	EA	\$8,000.00
	Tree 36" Box	\$ 800.00	EA	\$ 800.00	EA	\$20,800.00
	Palm - Phoenix dactylifera	\$ 5,500.00	EA	\$ 5,500.00	EA	\$88,000.00
	Root Barrier	\$ 9.00	LF	\$ 9.00	LF	\$2,052.00
	Shrub 5 Gal	\$ 25.00	EA	\$ 25.00	EA	\$36,700.00
	Turf - Bermuda Sod	\$ 1.00	SF	\$ 1.00	SF	\$14,009.00
	Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	\$ 1.00	SF	\$ 1.00	SF	\$19,448.00
	Irrigation	\$ 2.50	SF	\$ 2.50	SF	\$83,642.50
	New Irrigation Controller	\$ 15,000.00	EA	\$ 15,000.00	EA	\$15,000.00
	Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20	SF	\$ 0.20	SF	\$6,691.40
	Weed Abatement	\$ 0.02	SF	\$ 0.02	SF	\$669.14
	Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20	SF	\$ 0.20	SF	\$6,691.40
	Boulder (12-inch - 24-inch) 'Desert Select'	\$ 200.00	EA	\$ 200.00	EA	\$3,000.00
	Boulder (24-inch - 30-inch) 'Desert Select'	\$ 350.00	EA	\$ 350.00	EA	\$5,250.00
	Boulder (30-inch - 36-inch) 'Desert Select'	\$ 450.00	EA	\$ 450.00	EA	\$6,750.00

SUBTOTAL "LANDSCAPE" ITEMS:

						\$316,703.44
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9.0	SITE FURNISHINGS					
	Trash Receptacle	\$ 1,500.00	EA	\$ 1,500.00	EA	\$12,000.00
	Hot Coal Container	\$ 1,600.00	EA	\$ 1,600.00	EA	\$3,200.00
	Drinking Fountain	\$ 7,000.00	EA	\$ 7,000.00	EA	\$14,000.00
	Bike Rack (Inc. Footing)	\$ 1,200.00	EA	\$ 1,200.00	EA	\$8,400.00
	Bike Tune up station (Inc. Footing)	\$ 3,000.00	EA	\$ 3,000.00	EA	\$3,000.00
	BBQ Grill (Inc. Footing)	\$ 800.00	EA	\$ 800.00	EA	\$1,600.00
	Bench	\$ 2,500.00	EA	\$ 2,500.00	EA	\$45,000.00
	Table with Chairs	\$ 5,000.00	EA	\$ 5,000.00	EA	\$0.00
	Umbrella	\$ 2,000.00	EA	\$ 2,000.00	EA	\$0.00
	Small Table at pool Lounge Chairs	\$ 400.00	EA	\$ 400.00	EA	\$0.00
	Moveable Chaise Lounge	\$ 1,600.00	EA	\$ 1,600.00	EA	\$0.00
	Fixed Chaise Lounge	\$ 3,000.00	EA	\$ 3,000.00	EA	\$54,000.00
	Picnic Table	\$ 3,000.00	EA	\$ 3,000.00	EA	\$27,000.00
	Goric Modular seating Curvy Blocks at Plaza	\$ 750.00	EA	\$ 750.00	EA	\$82,500.00
	Construct Dog Bag Dispenser (Inc. Footing, etc.)	\$ 350.00	EA	\$ 350.00	EA	\$700.00

SUBTOTAL "SITE FURNISHINGS" ITEMS:

						\$251,400.00
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10.0	PARK AMENITIES					
	New Wading Pool	\$ 200,000.00	EA	\$ 200,000.00	EA	\$0.00
	Play Structure at Wading Pool	\$ 300,000.00	EA	\$ 300,000.00	EA	\$0.00
	Play Structures at Playground	\$ 250,000.00	EA	\$ 250,000.00	EA	\$250,000.00
	Public Restroom	\$ 400,000.00	EA	\$ 400,000.00	EA	\$400,000.00

SUBTOTAL "PARK AMENITIES" ITEMS:

						\$650,000.00
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FRITZ BURNS PARK MASTER PLAN				
Opinion of Probable Construction Cost Estimate			Phase 2	
<i>03/01/2023</i>				
SUMMARY			Subtotal:	
1.0	DEMOLITION			\$169,762.25
2.0	GRADING			\$51,194.31
3.0	STORM DRAIN			\$45,494.00
4.0	WATER			\$0.00
5.0	DRY UTILITIES			\$209,720.00
6.0	SURFACE IMPROVEMENTS			\$278,949.00
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$531,492.50
8.0	LANDSCAPE			\$316,703.44
9.0	SITE FURNISHINGS			\$251,400.00
10.0	PARK AMENITIES			\$650,000.00
SUB TOTAL PROBABLE CONSTRUCTION COSTS:				\$2,504,715.50
Contingency (15%)				\$375,707.33
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:				\$2,880,422.83

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 3

03/01/2023

Item No.	Description	Unit Price	Unit	Unit Price	Unit	Base Master Plan	Total Price
1.0	DEMOLITION						
	Mobilization	\$ 18,000.00	AC	\$ 18,000.00	AC	1.30	\$23,400.00
	Demolition, Miscellaneous Removals	\$ 4,000.00	AC	\$ 4,000.00	LS	1.30	\$5,200.00
	Portable Restroom w/ hand washing Station	\$ 400.00	MTH	\$ 400.00	MTH	2.00	\$800.00
	Sawcut Existing Asphalt	\$ 3.00	LF	\$ 3.00	LF	814.00	\$2,442.00
	Demo Asphalt and Base Course	\$ 3.00	SF	\$ 3.00	SF	2,153.00	\$6,459.00
	Demo Existing Shrubs and irrigation	\$ 1.00	SF	\$ 1.00	SF	456.00	\$456.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	\$ 1.00	SF	\$ 1.00	SF	5,348.00	\$5,348.00
	Demo Turf	\$ 1.00	SF	\$ 1.00	SF	7,023.00	\$7,023.00
	Sawcut Concrete	\$ 3.25	LF	\$ 3.25	LF	-	\$0.00
	Demolish Concrete Paving	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
	Demolish Play Area Surfacing	\$ 0.50	SF	\$ 0.50	SF	-	\$0.00
	Demolish Existing Skate Park (see options)	\$ 30,000.00	LS	\$ 30,000.00	LS	-	\$0.00
	Demolish Existing Overhead Structure (at Stadium Seating)	\$ 5,000.00	EA	\$ 5,000.00	EA	-	\$0.00
	Demolish Existing Overhead Structures	\$ 1,000.00	EA	\$ 1,000.00	EA	4.00	\$4,000.00
	Demo Existing Trees and Grind Roots	\$ 1,500.00	EA	\$ 1,500.00	EA	11.00	\$16,500.00
	Demo Fence	\$ 3.00	LF	\$ 3.00	LF	378.00	\$1,134.00
	Demo Masonry Walls	\$ 10.00	LF	\$ 10.00	LF	-	\$0.00
	Demo Concrete Curb	\$ 4.00	LF	\$ 4.00	LF	123.00	\$492.00

SUBTOTAL "DEMOLITION" ITEMS:

							\$73,254.00
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2.0	GRADING						
	Construction Water	\$ 500.00	AC	\$ 500.00	AC	1.30	\$650.00
	Cut / Fill (Assume 1' depth)	\$ 6.00	CY	\$ 6.00	CY	528.81	\$3,172.89
	Fine Grade	\$ 0.10	SF	\$ 0.10	SF	14,278.00	\$1,427.80
	Overex	\$ 0.40	SF	\$ 0.40	SF	7,023.00	\$2,809.20
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWCB requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	\$ 9,000.00	AC	\$ 9,000.00	AC	1.30	\$11,700.00

SUBTOTAL "GRADING" ITEMS:

							\$19,759.89
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3.0	STORM DRAIN						
	Storm Drain Pipe PVC 06-inch Sch. 40	\$ 40.25	LF	\$ 40.25	LF	-	\$0.00
	Storm Drain Pipe PVC 12-inch Sch. 40	\$ 51.75	LF	\$ 51.75	LF	-	\$0.00
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	\$ 368.00	EA	\$ 368.00	EA	-	\$0.00

SUBTOTAL "STORM DRAIN" ITEMS:

							\$0.00
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4.0	WATER						
	Water supply for pool play equipment	\$ 40,000.00	LS	\$ 40,000.00	LS	-	\$0.00
	Water Meter / Service/ and Backflow Preventer	\$ 40,000.00	EA	\$ 40,000.00	EA	-	\$0.00

SUBTOTAL "WATER" ITEMS:

							\$0.00
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5.0	DRY UTILITIES						
	Below Grade Electrical Conduit and Wire Run (All required)	\$ 30.00	LF	\$ 30.00	LF	-	\$0.00
	Pullbox (All required)	\$ 2,500.00	AC	\$ 2,500.00	AC	-	\$0.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	\$ 250.00	EA	\$ 250.00	EA	-	\$0.00
	Event Electric Power Pedestal	\$ 3,385.00	EA	\$ 3,385.00	EA	-	\$0.00
	30 AMP Power Pedestal	\$ 1,200.00	EA	\$ 1,200.00	EA	-	\$0.00
	Park Light Type 'A'	\$ 7,500.00	EA	\$ 7,500.00	EA	-	\$0.00
	Park Light Type 'B' Bollard Light Light	\$ 7,500.00	EA	\$ 7,500.00	EA	-	\$0.00
	Park Light Type 'C' Trellis / Down Light	\$ 1,200.00	EA	\$ 1,200.00	EA	-	\$0.00
	New Tennis Court Lighting (See options)	\$ 15,000.00	EA	\$ 15,000.00	EA	-	\$0.00
	Panels with feeder wire only	\$ 16,200.00	EA	\$ 16,200.00	EA	-	\$0.00
	Electrical Company - Connection	\$ 49,700.00	LS	\$ 49,700.00	LS	-	\$0.00

SUBTOTAL "DRY UTILITY" ITEMS:

							\$0.00
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6.0	SURFACE IMPROVEMENTS						
	Construct Curb & Gutter 6"	\$ 31.00	LF	\$ 31.00	LF	930.00	\$28,830.00
	4-inch PCC Walkway	\$ 10.00	SF	\$ 10.00	SF	232.00	\$2,320.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	\$ 15.00	LF	\$ 15.00	LF	-	\$0.00
	Construct Curb at Tot Lot	\$ 65.00	LF	\$ 65.00	LF	-	\$0.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 6.00	SF	\$ 6.00	SF	-	\$0.00
	Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 20.00	SF	\$ 20.00	SF	-	\$0.00
	Construct Play Area ADA Ramp (4 Locations)	\$ 15.00	SF	\$ 15.00	SF	-	\$0.00

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 3

03/01/2023

Construct Stabilized Decomposed Granite 4-inch	\$ 3.00 SF	\$ 3.00 SF	-	\$0.00
Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	\$ 50.00 SF	\$ 50.00 SF	-	\$0.00
Construct Asphalt Paving Class II Base	\$ 1.50 SF	\$ 1.50 SF	6,288.00	\$9,432.00
Construct Asphalt Paving	\$ 3.00 SF	\$ 3.00 SF	6,288.00	\$18,864.00
Resurface Asphalt Paving	\$ 1.50 SF	\$ 1.50 SF	23,024.00	\$34,536.00
Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	\$ 8,000.00 LS	\$ 8,000.00 LS	1.00	\$8,000.00

SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:

				\$101,982.00
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7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			
Construct 5' high Tubular Steel Fence	\$ 50.00 LF	\$ 50.00 LF	-	\$0.00
Construct 12' high Chain Link Fence (See Options)	\$ 80.00 LF	\$ 80.00 LF	-	\$0.00
Paint / Refinish Existing Tubular Steel Fence	\$ 5.00 LF	\$ 5.00 LF	-	\$0.00
Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	\$ 1,200.00 EA	\$ 1,200.00 EA	-	\$0.00
Construct Retaining Wall	\$ 150.00 LF	\$ 150.00 LF	-	\$0.00
Construct Seat Wall	\$ 120.00 LF	\$ 120.00 LF	-	\$0.00
Boulder Seat Walls	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
Shade Sail Posts	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
Shade Sail Fabric	\$ 5,000.00 EA	\$ 5,000.00 EA	-	\$0.00
Court Nets	\$ 2,000.00 EA	\$ 2,000.00 EA	-	\$0.00
Overhead Structure A - 22'X32' Custom Curved	\$ 76,730.00 EA	\$ 76,730.00 EA	-	\$0.00
Overhead Structure C - Bleachers - 24'X63'	\$ 154,517.50 EA	\$ 154,517.50 EA	-	\$0.00
Overhead Structure D - 14'X14'	\$ 42,281.25 EA	\$ 42,281.25 EA	-	\$0.00
Overhead Structure F - 14'X86'	\$ 132,325.75 EA	\$ 132,325.75 EA	-	\$0.00
Overhead Structure G- 16'X42' Custom Curved	\$ 67,363.75 EA	\$ 67,363.75 EA	-	\$0.00
Overhead Structure H - Radium	\$ 62,283.75 EA	\$ 62,283.75 EA	-	\$0.00
Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	\$ 2.50 LF	\$ 2.50 LF	848.00	\$2,120.00

SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:

				\$2,120.00
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8.0	LANDSCAPE			
Tree 24" Box	\$ 320.00 EA	\$ 320.00 EA	20.00	\$6,400.00
Tree 36" Box	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
Palm - Phoenix dactylifera	\$ 5,500.00 EA	\$ 5,500.00 EA	1.00	\$5,500.00
Root Barrier	\$ 9.00 LF	\$ 9.00 LF	240.00	\$2,160.00
Shrub 5 Gal	\$ 25.00 EA	\$ 25.00 EA	590.00	\$14,750.00
Turf - Bermuda Sod	\$ 1.00 SF	\$ 1.00 SF	-	\$0.00
Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	\$ 1.00 SF	\$ 1.00 SF	7,758.00	\$7,758.00
Irrigation	\$ 2.50 SF	\$ 2.50 SF	7,758.00	\$19,395.00
New Irrigation Controller	\$ 15,000.00 EA	\$ 15,000.00 EA	-	\$0.00
Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20 SF	\$ 0.20 SF	7,758.00	\$1,551.60
Weed Abatement	\$ 0.02 SF	\$ 0.02 SF	7,758.00	\$155.16
Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20 SF	\$ 0.20 SF	7,758.00	\$1,551.60
Boulder (12-inch - 24-inch) 'Desert Select'	\$ 200.00 EA	\$ 200.00 EA	10.00	\$2,000.00
Boulder (24-inch - 30-inch) 'Desert Select'	\$ 350.00 EA	\$ 350.00 EA	10.00	\$3,500.00
Boulder (30-inch - 36-inch) 'Desert Select'	\$ 450.00 EA	\$ 450.00 EA	10.00	\$4,500.00

SUBTOTAL "LANDSCAPE" ITEMS:

				\$69,221.36
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9.0	SITE FURNISHINGS			
Trash Receptacle	\$ 1,500.00 EA	\$ 1,500.00 EA	-	\$0.00
Hot Coal Container	\$ 1,600.00 EA	\$ 1,600.00 EA	-	\$0.00
Drinking Fountain	\$ 7,000.00 EA	\$ 7,000.00 EA	-	\$0.00
Bike Rack (Inc. Footing)	\$ 1,200.00 EA	\$ 1,200.00 EA	-	\$0.00
Bike Tune up station (Inc. Footing)	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
BBQ Grill (Inc. Footing)	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
Bench	\$ 2,500.00 EA	\$ 2,500.00 EA	-	\$0.00
Table with Chairs	\$ 5,000.00 EA	\$ 5,000.00 EA	-	\$0.00
Umbrella	\$ 2,000.00 EA	\$ 2,000.00 EA	-	\$0.00
Small Table at pool Lounge Chairs	\$ 400.00 EA	\$ 400.00 EA	-	\$0.00
Moveable Chaise Lounge	\$ 1,600.00 EA	\$ 1,600.00 EA	-	\$0.00
Fixed Chaise Lounge	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
Picnic Table	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
Goric Modular seating Curvy Blocks at Plaza	\$ 750.00 EA	\$ 750.00 EA	-	\$0.00
Construct Dog Bag Dispenser (Inc. Footing, etc.)	\$ 350.00 EA	\$ 350.00 EA	-	\$0.00

SUBTOTAL "SITE FURNISHINGS" ITEMS:

				\$0.00
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10.0	PARK AMENITIES			
New Wading Pool	\$ 200,000.00 EA	\$ 200,000.00 EA	-	\$0.00
Play Structure at Wading Pool	\$ 300,000.00 EA	\$ 300,000.00 EA	-	\$0.00
Play Structures at Playground	\$ 250,000.00 EA	\$ 250,000.00 EA	-	\$0.00
Public Restroom	\$ 400,000.00 EA	\$ 400,000.00 EA	-	\$0.00

FRITZ BURNS PARK MASTER PLAN				
Opinion of Probable Construction Cost Estimate			Phase 3	
<i>03/01/2023</i>				
SUBTOTAL "PARK AMENITIES" ITEMS:				
				\$0.00
	SUMMARY			Subtotal:
1.0	DEMOLITION			\$73,254.00
2.0	GRADING			\$19,759.89
3.0	STORM DRAIN			\$0.00
4.0	WATER			\$0.00
5.0	DRY UTILITIES			\$0.00
6.0	SURFACE IMPROVEMENTS			\$101,982.00
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$2,120.00
8.0	LANDSCAPE			\$69,221.36
9.0	SITE FURNISHINGS			\$0.00
10.0	PARK AMENITIES			\$0.00
SUB TOTAL PROBABLE CONSTRUCTION COSTS:				\$266,337.25
Contingency (15%)				\$39,950.59
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:				\$306,287.84

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 4

03/01/2023

Item No.	Description	Unit Price	Unit	Unit Price	Unit	Base Master Plan	Total Price
1.0	DEMOLITION						
	Mobilization	\$ 18,000.00	AC	\$ 18,000.00	AC	0.50	\$9,000.00
	Demolition, Miscellaneous Removals	\$ 4,000.00	AC	\$ 4,000.00	AC	0.50	\$2,000.00
	Portable Restroom w/ hand washing Station	\$ 400.00	MTH	\$ 400.00	MTH	12.00	\$4,800.00
	Sawcut Existing Asphalt	\$ 3.00	LF	\$ 3.00	LF	-	\$0.00
	Demo Asphalt and Base Course	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
	Demo Existing Shrubs and irrigation	\$ 1.00	SF	\$ 1.00	SF	302.00	\$302.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	\$ 1.00	SF	\$ 1.00	SF	-	\$0.00
	Demo Turf	\$ 1.00	SF	\$ 1.00	SF	4,279.00	\$4,279.00
	Sawcut Concrete	\$ 3.25	LF	\$ 3.25	LF	-	\$0.00
	Demolish Concrete Paving	\$ 3.00	SF	\$ 3.00	SF	-	\$0.00
	Demolish Play Area Surfacing	\$ 0.50	SF	\$ 0.50	SF	-	\$0.00
	Demolish Existing Skate Park (see options)	\$ 30,000.00	LS	\$ 30,000.00	LS	-	\$0.00
	Demolish Existing Overhead Structure (at Stadium Seating)	\$ 5,000.00	EA	\$ 5,000.00	EA	-	\$0.00
	Demolish Existing Overhead Structures	\$ 1,000.00	EA	\$ 1,000.00	EA	-	\$0.00
	Demo Existing Trees and Grind Roots	\$ 1,500.00	EA	\$ 1,500.00	EA	-	\$0.00
	Demo Fence	\$ 3.00	LF	\$ 3.00	LF	107.00	\$321.00
	Demo Masonry Walls	\$ 10.00	LF	\$ 10.00	LF	-	\$0.00
	Demo Concrete Curb	\$ 4.00	LF	\$ 4.00	LF	-	\$0.00

SUBTOTAL "DEMOLITION" ITEMS:

							\$20,702.00
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2.0	GRADING						
	Construction Water	\$ 500.00	AC	\$ 500.00	AC	0.50	\$250.00
	Cut / Fill (Assume 1' depth)	\$ 6.00	CY	\$ 6.00	CY	105.85	\$635.11
	Fine Grade	\$ 0.10	SF	\$ 0.10	SF	2,858.00	\$285.80
	Overex	\$ 0.40	SF	\$ 0.40	SF	4,581.00	\$1,832.40
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWCB requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	\$ 9,000.00	AC	\$ 9,000.00	AC	0.50	\$4,500.00

SUBTOTAL "GRADING" ITEMS:

							\$7,503.31
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3.0	STORM DRAIN						
	Storm Drain Pipe PVC 06-inch Sch. 40	\$ 40.25	LF	\$ 40.25	LF	230.00	\$9,257.50
	Storm Drain Pipe PVC 12-inch Sch. 40	\$ 51.75	LF	\$ 51.75	LF	-	\$0.00
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	\$ 368.00	EA	\$ 368.00	EA	4.00	\$1,472.00

SUBTOTAL "STORM DRAIN" ITEMS:

							\$10,729.50
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4.0	WATER						
	Water supply for pool play equipment	\$ 40,000.00	LS	\$ 40,000.00	LS	1.00	\$40,000.00
	Water Meter / Service/ and Backflow Preventer	\$ 40,000.00	EA	\$ 40,000.00	EA	1.00	\$40,000.00

SUBTOTAL "WATER" ITEMS:

							\$80,000.00
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5.0	DRY UTILITIES						
	Below Grade Electrical Conduit and Wire Run (All required)	\$ 30.00	LF	\$ 30.00	LF	-	\$0.00
	Pullbox (All required)	\$ 2,500.00	AC	\$ 2,500.00	AC	0.50	\$1,250.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	\$ 250.00	EA	\$ 250.00	EA	1.00	\$250.00
	Event Electric Power Pedestal	\$ 3,385.00	EA	\$ 3,385.00	EA	1.00	\$3,385.00
	30 AMP Power Pedestal	\$ 1,200.00	EA	\$ 1,200.00	EA	1.00	\$1,200.00
	Park Light Type 'A'	\$ 7,500.00	EA	\$ 7,500.00	EA	4.00	\$30,000.00
	Park Light Type 'B' Bollard Light Light	\$ 7,500.00	EA	\$ 7,500.00	EA	-	\$0.00
	Park Light Type 'C' Trellis / Down Light	\$ 1,200.00	EA	\$ 1,200.00	EA	2.00	\$2,400.00
	New Tennis Court Lighting (See options)	\$ 15,000.00	EA	\$ 15,000.00	EA	-	\$0.00
	Panels with feeder wire only	\$ 16,200.00	EA	\$ 16,200.00	EA	1.00	\$16,200.00
	Electrical Company - Connection	\$ 49,700.00	LS	\$ 49,700.00	LS	1.00	\$49,700.00

SUBTOTAL "DRY UTILITY" ITEMS:

							\$104,385.00
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6.0	SURFACE IMPROVEMENTS						
	Construct Curb & Gutter 6"	\$ 31.00	LF	\$ 31.00	LF	-	\$0.00
	4-inch PCC Walkway	\$ 10.00	SF	\$ 10.00	SF	2,858.00	\$28,580.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	\$ 2.00	SF	\$ 2.00	SF	-	\$0.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	\$ 15.00	LF	\$ 15.00	LF	-	\$0.00
	Construct Curb at Tot Lot	\$ 65.00	LF	\$ 65.00	LF	-	\$0.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 6.00	SF	\$ 6.00	SF	-	\$0.00
	Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	\$ 20.00	SF	\$ 20.00	SF	-	\$0.00
	Construct Play Area ADA Ramp (4 Locations)	\$ 15.00	SF	\$ 15.00	SF	-	\$0.00

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate OPTIONS:

03/01/2023

Item No.	Description	Keep Existing Dog Park, Not Expand the Parking		Expand Tennis into Maintenance Yard		Remove Skate Park and Expand Parking Lot	
		Option 1	Option 1 Subtotal	Option 2	Option 2 Subtotal	Option 3	Option 3 Subtotal
1.0	DEMOLITION						
	Mobilization	-0.15	-\$2,700.00	0.21	\$3,780.00	0.20	\$3,600.00
	Demolition, Miscellaneous Removals	-0.15	-\$600.00	1	\$20,000.00	0.2	\$800.00
	Portable Restroom w/ hand washing Station	0	\$0.00	0	\$0.00	1	\$400.00
	Sawcut Existing Asphalt	0	\$0.00	331	\$993.00	157	\$471.00
	Demo Asphalt and Base Course	0	\$0.00	9390	\$28,170.00	459	\$1,377.00
	Demo Existing Shrubs and irrigation	0	\$0.00	725	\$725.00	0	\$0.00
	Demo Existing Shrubs and stub irrigation at Planters to Remain	0	\$0.00	0	\$0.00	0	\$0.00
	Demo Turf	-7023	-\$7,023.00	0	\$0.00	0	\$0.00
	Sawcut Concrete	0	\$0.00	0	\$0.00	0	\$0.00
	Demolish Concrete Paving	0	\$0.00	0	\$0.00	812	\$2,436.00
	Demolish Play Area Surfacing	0	\$0.00	0	\$0.00	0	\$0.00
	Demolish Existing Skate Park (see options)	0	\$0.00	0	\$0.00	1	\$30,000.00
	Demolish Existing Overhead Structure (at Stadium Seating)	0	\$0.00	0	\$0.00	0	\$0.00
	Demolish Existing Overhead Structures	-4	-\$4,000.00	1	\$5,000.00	1	\$1,000.00
	Demo Existing Trees and Grind Roots	0	\$0.00	1	\$1,500.00	0	\$0.00
	Demo Fence	-378	-\$1,134.00	287	\$861.00	0	\$0.00
	Demo Masonry Walls	0	\$0.00	0	\$0.00	0	\$0.00
	Demo Concrete Curb	-87	-\$348.00	0	\$0.00	148	\$592.00
	SUBTOTAL "DEMOLITION" ITEMS:		Option 1: -\$15,805.00		Option 2: \$61,029.00		Option 3: \$40,676.00
2.0	GRADING						
	Construction Water	-0.15	-\$75.00	0.21	\$105.00	0.20	\$100.00
	Cut / Fill (Assume 1' depth)	(260)	-\$1,560.00	348	\$2,088.00	-	\$0.00
	Fine Grade	-7023	-\$702.30	9390	\$939.00	8607	\$860.70
	Overex	0	\$0.00	1	\$5,000.00	0	\$0.00
	Erosion Control - Complete per the Erosion Control plans, SWPPP and the RWCB requirements (Inc. Maintenance, Stabilized Construction Entrances, etc.) 9k per AC for all phases	-0.15	-\$1,350.00	1.00	\$3,000.00	0.00	\$0.00
	SUBTOTAL "GRADING" ITEMS:		Option 1: -\$3,687.30		Option 2: \$11,132.00		Option 3: \$960.70
3.0	STORM DRAIN						
	Storm Drain Pipe PVC 06-inch Sch. 40	-	\$0.00	200	\$8,050.00	-	\$0.00
	Storm Drain Pipe PVC 12-inch Sch. 40	-	\$0.00	-	\$0.00	-	\$0.00
	NDS Catch Basin 12-inch x 12-inch with Filter Insert (NDS Part No. 1200, 1212, 1200FF) 4 at the pool 8 at phase 2	-	\$0.00	4	\$1,472.00	-	\$0.00
	SUBTOTAL "STORM DRAIN" ITEMS:		Option 1: \$0.00		Option 2: \$9,522.00		Option 3: \$0.00
4.0	WATER						
	Water supply for pool play equipment	-	\$0.00	-	\$0.00	-	\$0.00
	Water Meter / Service/ and Backflow Preventer	-	\$0.00	-	\$0.00	-	\$0.00
	SUBTOTAL "WATER" ITEMS:		Option 1: \$0.00		Option 2: \$0.00		Option 3: \$0.00
5.0	DRY UTILITIES						
	Below Grade Electrical Conduit and Wire Run (All required)	-	\$0.00	-	\$0.00	-	\$0.00
	Pullbox (All required)	0.00	\$0.00	0.00	\$0.00	-	\$0.00
	Above Grade Weatherproof Junction Box (1 at each Shelter)	-	\$0.00	-	\$0.00	-	\$0.00
	Event Electric Power Pedestal	-	\$0.00	-	\$0.00	-	\$0.00
	30 AMP Power Pedestal	-	\$0.00	-	\$0.00	-	\$0.00
	Park Light Type 'A'	(1)	-\$7,500.00	-	\$0.00	-	\$0.00
	Park Light Type 'B' Bollard Light Light	-	\$0.00	-	\$0.00	-	\$0.00
	Park Light Type 'C' Trellis / Down Light	-	\$0.00	-	\$0.00	-	\$0.00
	New Tennis Court Lighting (See options)	-	\$0.00	4	\$60,000.00	-	\$0.00
	Panels with feeder wire only	-	\$0.00	-	\$0.00	-	\$0.00
	Electrical Company - Connection	-	\$0.00	-	\$0.00	-	\$0.00
	SUBTOTAL "DRY UTILITY" ITEMS:		Option 1: -\$7,500.00		Option 2: \$60,000.00		Option 3: \$0.00
6.0	SURFACE IMPROVEMENTS						
	Construct Curb & Gutter 6"	(228)	-\$7,068.00	287	\$8,897.00	157	\$4,867.00
	4-inch PCC Walkway	-	\$0.00	9,445	\$94,450.00	382	\$3,820.00
	Pickleball Court Re-surfacing and Striping (over tennis court)	-	\$0.00	7,050	\$14,100.00	-	\$0.00
	Pickleball Court Re-surfacing and Striping (8 existing courts)	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Concrete Mow Curb (6-inch x 6-inch)	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Curb at Tot Lot	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Play Engineered Wood Fiber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Play Poured-in-place Rubber Safety Surface (Inc. Subgrade/Compaction, Aggregate Class II Base, Geotextile Fabric and Drainage.)	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Play Area ADA Ramp (4 Locations)	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Stabilized Decomposed Granite 4-inch	-	\$0.00	-	\$0.00	-	\$0.00
	Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	-	\$0.00	-	\$0.00	25	\$1,250.00
	Construct Asphalt Paving Class II Base	(7,023)	-\$10,534.50	-	\$0.00	-	\$0.00
	Construct Asphalt Paving	(7,023)	-\$21,069.00	-	\$0.00	-	\$0.00
	Resurface Asphalt Paving	-	\$0.00	-	\$0.00	9,085	\$13,627.50
	Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	-	\$0.00	-	\$0.00	1	\$8,000.00
	SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:		Option 1: -\$38,671.50		Option 2: \$117,447.00		Option 3: \$31,564.50
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES						
	Construct 5' high Tubular Steel Fence	-	\$0.00	-	\$0.00	-	\$0.00
	Construct 12' high Chain Link Fence (See Options)	-	\$0.00	331	\$26,480.00	-	\$0.00
	Paint / Refinish Existing Tubular Steel Fence	-	\$0.00	-	\$0.00	-	\$0.00
	Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	-	\$0.00	1	\$1,200.00	-	\$0.00
	Construct Retaining Wall	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Seat Wall	-	\$0.00	-	\$0.00	-	\$0.00
	Boulder Seat Walls	-	\$0.00	-	\$0.00	-	\$0.00
	Shade Sail Posts	-	\$0.00	-	\$0.00	-	\$0.00
	Shade Sail Fabric	-	\$0.00	-	\$0.00	-	\$0.00
	Court Nets	-	\$0.00	1	\$2,000.00	-	\$0.00
	Overhead Structure A - 22'X32' Custom Curved	-	\$0.00	-	\$0.00	-	\$0.00
	Overhead Structure C - Bleachers - 24'X63'	-	\$0.00	-	\$0.00	-	\$0.00
	Overhead Structure D - 14'X14'	-	\$0.00	1	\$42,281.25	-	\$0.00
	Overhead Structure F - 14'X86'	-	\$0.00	-	\$0.00	-	\$0.00
	Overhead Structure G - 16'X42' Custom Curved	-	\$0.00	1	\$67,363.75	-	\$0.00
	Overhead Structure H - Radii	-	\$0.00	-	\$0.00	-	\$0.00
	Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	-	\$0.00	238	\$595.00	421	\$1,052.50
	SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:		Option 1: \$0.00		Option 2: \$139,920.00		Option 3: \$1,052.50
8.0	LANDSCAPE						
	Tree 24" Box	(5)	-\$1,600.00	-	\$0.00	-	\$0.00
	Tree 36" Box	-	\$0.00	-	\$0.00	-	\$0.00
	Palm - Phoenix dactylifera	-	\$0.00	-	\$0.00	-	\$0.00
	Root Barrier	(96)	-\$864.00	-	\$0.00	-	\$0.00
	Shrub 5 Gal	(45)	-\$1,125.00	-	\$0.00	-	\$0.00
	Turf - Bermuda Sod	-	\$0.00	-	\$0.00	-	\$0.00
	Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	(628)	-\$628.00	-	\$0.00	-	\$0.00
	Irrigation	(628)	-\$1,570.00	-	\$0.00	-	\$0.00
	New Irrigation Controller	-	\$0.00	-	\$0.00	-	\$0.00
	Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	(628)	-\$125.60	-	\$0.00	-	\$0.00
	Weed Abatement	(628)	-\$12.56	-	\$0.00	-	\$0.00

FRITZ BURNS PARK MASTER PLAN							
Opinion of Probable Construction Cost Estimate				OPTIONS:			
<i>03/01/2023</i>							
	Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	(628)	-\$125.60	-	\$0.00	-	\$0.00
	Boulder (12-inch - 24-inch) 'Desert Select'	-	\$0.00	-	\$0.00	-	\$0.00
	Boulder (24-inch - 30-inch) 'Desert Select'	-	\$0.00	-	\$0.00	-	\$0.00
	Boulder (30-inch - 36-inch) 'Desert Select'	-	\$0.00	-	\$0.00	-	\$0.00
SUBTOTAL "LANDSCAPE" ITEMS:				Option 1:		Option 2:	Option 3:
				-\$6,050.76		\$0.00	\$0.00
9.0	SITE FURNISHINGS						
	Trash Receptacle	-	\$0.00	2	\$3,000.00	-	\$0.00
	Hot Coal Container	-	\$0.00	-	\$0.00	-	\$0.00
	Drinking Fountain	-	\$0.00	-	\$0.00	-	\$0.00
	Bike Rack (Inc. Footing)	-	\$0.00	-	\$0.00	-	\$0.00
	Bike Tune up station (Inc. Footing)	-	\$0.00	-	\$0.00	-	\$0.00
	BBQ Grill (Inc. Footing)	-	\$0.00	-	\$0.00	-	\$0.00
	Bench	-	\$0.00	6	\$15,000.00	-	\$0.00
	Table with Chairs	-	\$0.00	-	\$0.00	-	\$0.00
	Umbrella	-	\$0.00	-	\$0.00	-	\$0.00
	Small Table at pool Lounge Chairs	-	\$0.00	-	\$0.00	-	\$0.00
	Moveable Chaise Lounge	-	\$0.00	-	\$0.00	-	\$0.00
	Fixed Chaise Lounge	-	\$0.00	-	\$0.00	-	\$0.00
	Picnic Table	-	\$0.00	-	\$0.00	-	\$0.00
	Goric Modular seating Curvy Blocks at Plaza	-	\$0.00	-	\$0.00	-	\$0.00
	Construct Dog Bag Dispenser (Inc. Footing, etc.)	-	\$0.00	-	\$0.00	-	\$0.00
SUBTOTAL "SITE FURNISHINGS" ITEMS:				Option 1:		Option 2:	Option 3:
				\$0.00		\$18,000.00	\$0.00
10.0	PARK AMENITIES						
	New Wading Pool	-	\$0.00	-	\$0.00	-	\$0.00
	Play Structure at Wading Pool	-	\$0.00	-	\$0.00	-	\$0.00
	Play Structures at Playground	-	\$0.00	-	\$0.00	-	\$0.00
	Public Restroom	-	\$0.00	-	\$0.00	-	\$0.00
SUBTOTAL "PARK AMENITIES" ITEMS:				Option 1:		Option 2:	Option 3:
				\$0.00		\$0.00	\$0.00
SUMMARY				Option 1 Total	Option 2 Total	Option 3 Total	
1.0	DEMOLITION			-\$15,805.00	\$61,029.00	\$40,676.00	
2.0	GRADING			-\$3,687.30	\$11,132.00	\$960.70	
3.0	STORM DRAIN			\$0.00	\$9,522.00	\$0.00	
4.0	WATER			\$0.00	\$0.00	\$0.00	
5.0	DRY UTILITIES			-\$7,500.00	\$60,000.00	\$0.00	
6.0	SURFACE IMPROVEMENTS			-\$38,671.50	\$117,447.00	\$31,564.50	
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$0.00	\$139,920.00	\$1,052.50	
8.0	LANDSCAPE			-\$6,050.76	\$0.00	\$0.00	
9.0	SITE FURNISHINGS			\$0.00	\$18,000.00	\$0.00	
10.0	PARK AMENITIES			\$0.00	\$0.00	\$0.00	
SUB TOTAL PROBABLE CONSTRUCTION COSTS:				Option 2	Option 4	Option 5	
				-\$71,714.56	\$417,050.00	\$74,253.70	
Contingency (15%)					\$62,557.50	\$11,138.06	
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:				-\$71,714.56	\$479,607.50	\$85,391.76	
				(Keep existing dog park in parking lot)	(tennis court at Operations Yard)	(remove skate park and change back to parking lot)	

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 4

03/01/2023

Construct Stabilized Decomposed Granite 4-inch	\$ 3.00 SF	\$ 3.00 SF	-	\$0.00
Install Truncated Domes (Inc. Cast-in-place concrete pavement, tiles, rebar, grout joint, mortar, etc)	\$ 50.00 SF	\$ 50.00 SF	-	\$0.00
Construct Asphalt Paving Class II Base	\$ 1.50 SF	\$ 1.50 SF	-	\$0.00
Construct Asphalt Paving	\$ 3.00 SF	\$ 3.00 SF	-	\$0.00
Resurface Asphalt Paving	\$ 1.50 SF	\$ 1.50 SF	-	\$0.00
Rdwy Sign/Stripe (Inc. Parking, ADA Sign/Stripe, Arrows, etc)	\$ 8,000.00 LS	\$ 8,000.00 LS	-	\$0.00

SUBTOTAL "SURFACE IMPROVEMENTS" ITEMS:

				\$28,580.00
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7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES				
	Construct 5' high Tubular Steel Fence	\$ 50.00 LF	\$ 50.00 LF	182.00	\$9,100.00
	Construct 12' high Chain Link Fence (See Options)	\$ 80.00 LF	\$ 80.00 LF		\$0.00
	Paint / Refinish Existing Tubular Steel Fence	\$ 5.00 LF	\$ 5.00 LF	201.00	\$1,005.00
	Construct 5' high Tubular Steel Gate (Inc. Footings, Posts, Gate Frame, Gate Latch, Lock Hasp, etc.) (3 ft. Wide Gate)	\$ 1,200.00 EA	\$ 1,200.00 EA	2.00	\$2,400.00
	Construct Retaining Wall	\$ 150.00 LF	\$ 150.00 LF	-	\$0.00
	Construct Seat Wall	\$ 120.00 LF	\$ 120.00 LF	-	\$0.00
	Boulder Seat Walls	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
	Shade Sail Posts	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
	Shade Sail Fabric	\$ 5,000.00 EA	\$ 5,000.00 EA	-	\$0.00
	Court Nets	\$ 2,000.00 EA	\$ 2,000.00 EA	-	\$0.00
	Overhead Structure A - 22'X32' Custom Curved	\$ 76,730.00 EA	\$ 76,730.00 EA	-	\$0.00
	Overhead Structure C - Bleachers - 24'X63'	\$ 154,517.50 EA	\$ 154,517.50 EA	-	\$0.00
	Overhead Structure D - 14'X14'	\$ 42,281.25 EA	\$ 42,281.25 EA	-	\$0.00
	Overhead Structure F - 14'X86'	\$ 132,325.75 EA	\$ 132,325.75 EA	-	\$0.00
	Overhead Structure G- 16'X42' Custom Curved	\$ 67,363.75 EA	\$ 67,363.75 EA	1.00	\$67,363.75
	Overhead Structure H - Radium	\$ 62,283.75 EA	\$ 62,283.75 EA	-	\$0.00
	Temporary Site Perimeter Fence (Chain Link Fence 6-ft Height)	\$ 2.50 LF	\$ 2.50 LF	411.00	\$1,027.50

SUBTOTAL "WALLS / FENCES / TRELLISES" ITEMS:

					\$80,896.25
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8.0	LANDSCAPE				
	Tree 24" Box	\$ 320.00 EA	\$ 320.00 EA	-	\$0.00
	Tree 36" Box	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
	Palm - Phoenix dactylifera	\$ 5,500.00 EA	\$ 5,500.00 EA	-	\$0.00
	Root Barrier	\$ 9.00 LF	\$ 9.00 LF	-	\$0.00
	Shrub 5 Gal	\$ 25.00 EA	\$ 25.00 EA	-	\$0.00
	Turf - Bermuda Sod	\$ 1.00 SF	\$ 1.00 SF	-	\$0.00
	Loose Decomposed Granite Mulch 2-inch layer (SF inc Shrub, Areas)	\$ 1.00 SF	\$ 1.00 SF	-	\$0.00
	Irrigation	\$ 2.50 SF	\$ 2.50 SF	-	\$0.00
	New Irrigation Controller	\$ 15,000.00 EA	\$ 15,000.00 EA	-	\$0.00
	Soil Prep / Finish Grade (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20 SF	\$ 0.20 SF	-	\$0.00
	Weed Abatement	\$ 0.02 SF	\$ 0.02 SF	-	\$0.00
	Landscape Maintenance (90 days) (SF inc Shrub, Groundcover, Turf and Basin Areas)	\$ 0.20 SF	\$ 0.20 SF	-	\$0.00
	Boulder (12-inch - 24-inch) 'Desert Select'	\$ 200.00 EA	\$ 200.00 EA	-	\$0.00
	Boulder (24-inch - 30-inch) 'Desert Select'	\$ 350.00 EA	\$ 350.00 EA	-	\$0.00
	Boulder (30-inch - 36-inch) 'Desert Select'	\$ 450.00 EA	\$ 450.00 EA	-	\$0.00

SUBTOTAL "LANDSCAPE" ITEMS:

					\$0.00
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9.0	SITE FURNISHINGS				
	Trash Receptacle	\$ 1,500.00 EA	\$ 1,500.00 EA	4.00	\$6,000.00
	Hot Coal Container	\$ 1,600.00 EA	\$ 1,600.00 EA	-	\$0.00
	Drinking Fountain	\$ 7,000.00 EA	\$ 7,000.00 EA	1.00	\$7,000.00
	Bike Rack (Inc. Footing)	\$ 1,200.00 EA	\$ 1,200.00 EA	-	\$0.00
	Bike Tune up station (Inc. Footing)	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
	BBQ Grill (Inc. Footing)	\$ 800.00 EA	\$ 800.00 EA	-	\$0.00
	Bench	\$ 2,500.00 EA	\$ 2,500.00 EA	-	\$0.00
	Table with Chairs	\$ 5,000.00 EA	\$ 5,000.00 EA	5.00	\$25,000.00
	Umbrella	\$ 2,000.00 EA	\$ 2,000.00 EA	11.00	\$22,000.00
	Small Table at pool Lounge Chairs	\$ 400.00 EA	\$ 400.00 EA	11.00	\$4,400.00
	Moveable Chaise Lounge	\$ 1,600.00 EA	\$ 1,600.00 EA	22.00	\$35,200.00
	Fixed Chaise Lounge	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
	Picnic Table	\$ 3,000.00 EA	\$ 3,000.00 EA	-	\$0.00
	Goric Modular seating Curvy Blocks at Plaza	\$ 750.00 EA	\$ 750.00 EA	-	\$0.00
	Construct Dog Bag Dispenser (Inc. Footing, etc.)	\$ 350.00 EA	\$ 350.00 EA	-	\$0.00

SUBTOTAL "SITE FURNISHINGS" ITEMS:

					\$99,600.00
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10.0	PARK AMENITIES				
	New Wading Pool	\$ 200,000.00 EA	\$ 200,000.00 EA	1.00	\$200,000.00
	Play Structure at Wading Pool	\$ 300,000.00 EA	\$ 300,000.00 EA	1.00	\$300,000.00
	Play Structures at Playground	\$ 250,000.00 EA	\$ 250,000.00 EA	-	\$0.00
	Public Restroom	\$ 400,000.00 EA	\$ 400,000.00 EA	-	\$0.00

FRITZ BURNS PARK MASTER PLAN

Opinion of Probable Construction Cost Estimate

Phase 4

03/01/2023

SUBTOTAL "PARK AMENITIES" ITEMS:

				\$500,000.00
SUMMARY				Subtotal:
1.0	DEMOLITION			\$20,702.00
2.0	GRADING			\$7,503.31
3.0	STORM DRAIN			\$10,729.50
4.0	WATER			\$80,000.00
5.0	DRY UTILITIES			\$104,385.00
6.0	SURFACE IMPROVEMENTS			\$28,580.00
7.0	WALLS / FENCES / TRELLISES / SHADE STRUCTURES			\$80,896.25
8.0	LANDSCAPE			\$0.00
9.0	SITE FURNISHINGS			\$99,600.00
10.0	PARK AMENITIES			\$500,000.00
SUB TOTAL PROBABLE CONSTRUCTION COSTS:				\$932,396.06
Contingency (15%)				\$139,859.41
TOTAL PROBABLE CONSTRUCTION COSTS with Contingency:				\$1,072,255.47

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City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES, INC. THROUGH SOURCEWELL COOPERATIVE PURCHASING FOR INSTALLATION OF SHADE STRUCTURES AT FRITZ BURNS PARK PROJECT NO. 2022-26 AND X-PARK PROJECT NO. 2022-28

RECOMMENDATION

Approve an Agreement for Contract Services for the installation of shade structures at Fritz Burns park Project No. 2022-26 and X-Park Project No. 2022-28, with Shade Structures, Inc. dba USA Shade & Fabric Structures, Inc. through Sourcewell Cooperative Purchasing; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The trellis at the seating area in Fritz Burns Park (Fritz Burns) is in need of replacement.
- The X-Park needs shade to provide protection from the sun. Due to long lead times, staff is requesting approval to order the structures now, which will be funded in fiscal year (FY) 2023/24 budget and payment will be scheduled after July 1, 2023.
- The City utilizes Sourcewell Cooperative Purchasing (Sourcewell) for procurement of goods and services.
- Shade Structures, Inc. dba USA Shade & Fabric Structures, Inc. (USA Shade) submitted quotes for the installation of shade structures at Fritz Burns park and the X-Park.

FISCAL IMPACT

Funds for the installation of shade structures at Fritz Burns Park are currently budgeted in the Capital Expenses, Parks account 503-0000-71060. Funds for the X-Park will be included for Council consideration in FY 2023/24 budget. Amounts will not be paid until installation is complete, which will be after July 1, 2023.

SHADE STRUCTURE LOCATION	COST
Fritz Burns	\$ 185,057
X-Park	\$ 154,216
Contingency Amount 10%	\$ 33,927
TOTAL:	\$ 373,200

BACKGROUND/ANALYSIS

Residents have identified shade as a priority in City parks. Staff has identified Fritz Burns and the X-Park as high priority parks for installation of new shade structures.

Amenities at Fritz Burns include a dog and skate park, pool, playground and picnic area, tennis and pickleball courts with an adjacent seating area, and open space turf area.

The trellis over the seating area at Fritz Burns has reached its useful life, is leaning, and needs to be replaced. The addition of shade over the seating area and between the pickleball and tennis courts would provide protection from the sun for park users (Attachment 1).

The X-Park is a premier skate park and features a Pro-Shop, pump track, and skate bowls. Shade structures are needed to provide users protection from the sun (Attachment 2).

The City utilizes Sourcewell to streamline the procurement process. A quote from USA Shade was received through Sourcewell, which complies with the City's purchasing policy. Based on USA Shade's qualifications, staff recommends approval of the Agreement for Contract Services (Attachment 3).

USA Shade submitted quotes for the installation of shade structures at Fritz Burns and the X-Park. The cost to add the structures including a 10% contingency would be \$373,200.

ALTERNATIVES

Council may approve only Fritz Burns Park or deny this request.

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

Attachments: 1. Fritz Burns Rendering
2. X-Park Rendering
3. Agreement for Contract Services



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X Park, Structure 1 - Option 2

con-feb-035-23 by: AZR 02.16.23





X Park, Structure 2 - Option 2

con-feb-035-23 by: AZR 02.16.23



X Park, Structure 3 - Option 2

con-feb-035-23 by: AZR 02.16.23

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AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into by and between the CITY OF LA QUINTA, (“City”), a California municipal corporation, and Shade Structures, Inc. dba USA SHADE & Fabric Structures, 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 those services related to Project No. 2022-26 Fritz Burns Park and Project No. 2022-28 X-Park Shade Structures 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 such licenses, permits (permit fees waived), 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 of Three Hundred Thirty-Nine Thousand, Two-Hundred and Seventy-Three Dollars (\$339,273). (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 mutually agreed upon 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 or around March 20, 2023, and terminate on completion and acceptance of installation on or around September 30, 2023.

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: David Schneider
Tel No. 214-601-1518
E-mail: dsshneider@usa-shade.com
- (b) Name: Ashley Donde
Tel No. 714-427-6981
Email: adonde@usa-shade.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 Parks/Landscape 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, Parks/Landscape
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:
USA SHADE and Fabric Structures. Inc.
Attention: Ashley Donde
Senior Regional Manager
1085 N. Main Street, Suite C
Oran, CA 92867

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: David Schneider

Title: Vice President

Dated: _____

ATTEST:

By: _____

Name: Virginia Marquez

MONIKA RADEVA, City Clerk
La Quinta, California

Title: Assistant Secretary

APPROVED AS TO FORM:

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


Exhibit A Scope of Services


1. Services to be Provided:

Installation of a shade structures at Fritz Burns Park located at the corner of 52nd Avenue and Avenida Bermudas; and at the X-Park located at the corner of Dunes Palms Road and Black Hawk Way.

Fritz Burns structures at the pickleball and tennis corridors, and over the seating area.

Viewing Area				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By:	USA Shade
	Unit Type:	Hip Extended	Grout Installation:	USA Shade
	Structure Size:	20ft x 60ft	Footing Type:	Drilled Pier
	USA Shade Model Number:	602.6	Base Attachment:	PIH - Embed
	Entry Height:	12ft	Anchor Bolts:	N/A
	No of Columns:	6 (2x 4ft offset columns)	Concrete Cutting:	Included
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	1x Concrete / 5x Dirt
	Fabric Color:	Green	NOTES Includes reinforced panels along ridge and rafter for high wind and sand conditions. Client responsible to relocate trash cans (including footings) and relocation of electrical behind bleacher block area	
	Steel Finish:	Coastal Primer w/ Powder Coating		
Steel Color:	Beige			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
Concept No:				

Between Courts - Area 1.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By:	USA Shade
	Unit Type:	Hip Joined	Grout Installation:	USA Shade
	Structure Size:	16ft x 64ft	Footing Type:	Drilled Pier
	USA Shade Model Number:	601.5	Base Attachment:	PIH - Embed
	Entry Height:	9ft	Anchor Bolts:	N/A
	No of Columns:	6	Concrete Cutting:	Included
	No of Fabric Tops:	2	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete
	Fabric Color:	Blue	NOTES Includes reinforced panels along ridge and rafter for high wind and sand conditions. Client responsible for any repair to concrete work, filling of existing holes and removal of trees.	
	Steel Finish:	Coastal Primer w/ Powder Coating		
Steel Color:	White			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
Concept No:				

Between Courts - Area 2.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Hip Joined	Grout Installation	USA Shade
	Structure Size:	18ft x 96ft	Footing Type:	Drilled Pier
	USA Shade Model Number	601.5	Base Attachment:	PIH - Embed
	Entry Height:	9ft	Anchor Bolts:	N/A
	No of Columns:	8	Concrete Cutting:	Included
	No of Fabric Tops:	3	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete
	Fabric Color:	Blue	NOTES	
	Steel Finish:	Coastal Primer w/ Powder Coating	Includes reinforced panels along ridge and rafter for high wind and sand conditions. Client responsible for any repair to concrete work, filling of existing holes and removal of trees.	
Steel Color:	White			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
Concept No:				


ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			


PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	
Shipping/Handling *subject to market fluctuation	\$ 2,411.61
SUBTOTAL	
Sales Tax (8.75%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	\$ 185,057.48


PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	
(4) Other (specify):	
NOTES:	
Pricing based on Sourcwell Contract # 010521-LTS	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 15 days to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

X-Park structures located at the turf area along the west side of the park (area 1); and east of the building (area 2); and two structures in the center of the park (area 3).

Area 1.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Full Hip Cantilever	Grout Installation	USA Shade
	Structure Size:	18ft x 27ft	Footing Type:	Drilled Pier
	USA Shade Model Number	202.5	Base Attachment:	PIH - Embed
	Entry Height:	10ft	Anchor Bolts:	N/A
	No of Columns:	2	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Turf
	Fabric Color:	Silver	NOTES	
	Steel Finish:	Powder Coated	Client is responsible for repair to turf after installation of the footings.	
	Steel Color:	Blue		
	Electrical Provisions:	N/A		
	Cable/HDW Finish:	Galvanized		
Concept No:				

Area 2.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Hip	Grout Installation	USA Shade
	Structure Size:	27ft x 40ft	Footing Type:	Drilled Pier
	USA Shade Model Number	401.5	Base Attachment:	PIH - Embed
	Entry Height:	10ft	Anchor Bolts:	N/A
	No of Columns:	4	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Turf
	Fabric Color:	Silver	NOTES	
	Steel Finish:	Powder Coated	Client is responsible for repair to turf after installation of the footings.	
	Steel Color:	Blue		
	Electrical Provisions:	N/A		
	Cable/HDW Finish:	Galvanized		
Concept No:				

Area 3.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	2	Foundations By	USA Shade
	Unit Type:	Single Post Pyramid Cantilever	Grout Installation	USA Shade
	Structure Size:	20ft x 20ft	Footing Type:	Drilled Pier
	USA Shade Model Number	124.1	Base Attachment:	PIH - Embed
	Entry Height:	10ft	Anchor Bolts:	N/A
	No of Columns:	1 each	Concrete Cutting:	N/A
	No of Fabric Tops:	1 each	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Turf
	Fabric Color:	Silver	NOTES	
	Steel Finish:	Powder Coated		
	Steel Color:	Blue		
	Electrical Provisions:	N/A		
	Cable/HDW Finish:	Galvanized		
Concept No:				

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling *subject to market fluctuation	\$ 5,212.50
SUBTOTAL	
Sales Tax (8.75%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	\$ 154,215.65

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	Contract
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	(No Progress Billing)
NOTES:	
Pricing based on Sourcewell Contract # 010521-LTS. Above Terms approved by VP-Norton	

ENGINEERING REQUIREMENTS	NOTES
Building Code	CBC 2022
Wind Load	115 mph
Snow Load	5 psf
Drawing Size	11 X 17
No. of Sealed Drawings	1
Calculations Required	Yes

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	water and Electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for 15 days from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotek 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-pro-rated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade[®] and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 35™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Riverside County, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
City of La Quinta

SELLER:
Shade Structures, Inc. DBA USA Shade

Signature: _____

Signature: _____

By: (Print) _____

By: (Print) _____

Title: _____

Title: _____

Date: _____

Date: _____

**NOTE: All purchase orders and contracts should be drafted in the name of
Shade Structures, Inc.**

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. 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 Three Hundred, Thirty-Nine Thousand, Two Hundred Seventy-Three Dollars (\$339,273) (“Contract Sum”).

The break down is:

Project No 2022-26 Fritz Burns Park: One Hundred Eight-Five thousand, Fifty-Seven Dollars (\$185,057). This sum shall be paid to Contracting Party in progress billings:

- 10% upon completion of design drawings.
- 35% for materials before shipping; and
- Final balance on completion and acceptance of the work.

Project No 2022-28 X-Park: One Hundred Fifty-Four Thousand, Two Hundred and Sixteen Dollars (\$154,216). To be paid upon completion and acceptance of installation after July 1, 2023.

Attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

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, attached hereto and incorporated herein by this reference.

Work shall commence on an agreed upon date on or around March 15, 2023, and terminate on completion and acceptance of installation on or around September 30, 2023.

Exhibit D
Special Requirements

Contractor is responsible to pull required City permits (fees will be waived) and schedule required inspections.

Shade fabric colors are to be blue.

Contractor is responsible to ensure all measurements are accurate. Contractor is responsible for mobilization, storage of materials, and any required pedestrian and/or traffic control.

ENGINEERING REQUIREMENTS	
Building Code	CBC 2022
Wind Load	115 mph
Snow Load	5 psf
Drawing Size	11 X 17
No. of Sealed Drawings	1
Calculations Required	Yes

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting

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

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

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

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

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

City of La Quinta

CITY COUNCIL MEETING: March 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH KILEY AND ASSOCIATES, LLC TO PROVIDE FEDERAL LOBBYIST SERVICES

RECOMMENDATION

Approve an agreement for contract services with Kiley & Associates, LLC to provide federal lobbyist services; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The City does not have an existing contract for federal lobbyist services. At the state level, the City contracts with Joe A. Gonsalves & Son for state government relations and lobbyist services.
- The City published a Request for Proposals (RFP) for these services beginning January 13, 2023, and ending January 27, 2023.
- Staff reviewed the proposal submissions, conducted interviews with the top firms, and recommends approval of a contract with Kiley & Associates, LLC as the City’s federal lobbyist (Attachment 1).

FISCAL IMPACT

The annual cost is not-to-exceed \$42,000 per year (\$3,500 monthly). The total contract cost is not-to-exceed \$136,500 for the initial contract term of three (3) months in the current fiscal year and subsequent three (3) fiscal years for a total of thirty-nine (39) months. An optional extension of one term for two (2) years is available, with the same terms of the annual not to-exceed amount of \$42,000 per year (\$3,500 monthly), totaling \$84,000. Funds are available in the General Fund budget (101-1002-60101, Contract Services, Administrative).

Cost summary for the services are as follows:

FISCAL YEAR	MONTHLY BASE	ANNUAL BASE
2022/2023	\$3,500	\$10,500
2023/2024	\$3,500	\$42,000

2024/2025	\$3,500	\$42,000
2025/2026	\$3,500	\$42,000
INITIAL 39-MONTH TERM TOTAL		\$136,500
2026/2027	\$3,500	\$42,000
2027/2028	\$3,500	\$42,000
2-YEAR EXTENSION TOTAL (OPTIONAL)		\$84,000
CONTRACT NOT-TO-EXCEED TOTAL		\$220,500
(WITH OPTIONAL EXTENSION)		

BACKGROUND/ANALYSIS

In January 2023, the City issued an RFP to identify a strategic partner that would bolster federal legislative advocacy efforts, identify and assist the City in obtaining federal funding for City programs and projects, and coordinate opportunities for City leaders to meet with federal legislators and agency staff in Washington, D.C. and locally. Staff evaluated proposals based on experience and qualifications, conducted interviews with the top firms and recommends Kiley & Associates, LLC as the City’s federal lobbyist.

Upon the Council’s approval, the initial term of this agreement would begin April 3, 2023, and expire on June 30, 2026, with an option to renew for an additional two (2) years. The agreement can be terminated at any time with a 30-day written notice.

ALTERNATIVES

Council may elect to not approve this agreement. However, staff does not recommend this alternative due to the immediate need for these services and the excellent services expected from this firm.

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

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 KILEY & ASSOCIATES, LLC, a Limited Liability Corporation (“Contracting Party”). The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to federal lobbyist 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 Forty-Two Thousand Dollars (\$42,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. 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 April 3, 2023, and terminate on June 30, 2026 ("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) Gregory Kiley, President – Kiley & Associates, LLC
Tel No. (202) 544-6897
Email: GKiley@KileyAssociates.org

- (b) Kimberly VanWyhe, Vice President – Kiley & Associates, LLC
Tel No. (917) 678-0130
Email: KVanWyhe@KileyAssociates.org

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

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

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. 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: Gilbert Villalpando
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

KILEY & ASSOCIATES, LLC
Attention: Gregory Kiley
636 North Carolina Avenue, SE
Washington, D.C. 20003

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

KILEY & ASSOCIATES, LLC
a Limited Liability Corporation

JON McMILLEN, City Manager
City of La Quinta, California

GREGORY KILEY
President

Dated: _____

Dated: _____

ATTEST:

KIMBERLY VANWYHE
Vice President

MONIKA RADEVA, City Clerk
City of La Quinta, California

Dated: _____

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

1. Services to be Provided:

The Contracting Party will collaborate with the City to help develop its federal legislative priorities. This partnership will include the following services:

- Onboarding. This is an extremely important element of our engagement with our city clients. Our first action with a new client is an in-depth meeting to understand the needs of the City. We work the City Manager's office and department heads to establish priorities, goals and a tailored scope of work to help our clients meet their legislative goals.
- Raising the City's profile with the Federal House and Senate delegation, Federal Agencies, and the Biden Administration.
- Tracking all federal bills that impact the City. Further, when an important bill is being heard in committee, we have our staff in the committee room. If needed, we can provide testimony and meet in the offices of the committee staff and Members to advocate the City's position.
- At the federal level, we will provide the City with a monthly written report of legislative activity. Further, we regularly provide federal updates as Congress works on issues that impact our clients. We also will appear before the City Council for federal updates whenever requested.
- In Washington, D.C., we actively monitor bills and actions that impact cities and residents. We provide updates as soon as Congressional Leadership and the White House act. This active presence is something we strive for daily to help our clients reach their goals.
- Conduct an annual review with City staff to ensure the legislative goals of the City and Council are met.
- We are transparent, ethical and customer service oriented. We are proud that clients think of us as an integral part of their business, capable of delivering the services they need when they need them. We often think of our firm as an extension of City staff and an integral part of your Washington, D.C. team.
- Assisting the City's interests by changing laws or federal/state regulations as necessary.
- Coordinating with the dedicated day-to-day points of contact on identifying and refining the City's top project and policy priorities for their legislative agenda (i.e. securing federal money for drainage projects, roadway expansion, park projects, street repairs, tourism, public safety, and electric power).

- Target key allies and influential lawmakers, Congressional committees, White House policy makers as we advocate for the City.
- Coordinating with the City to engage on Federal Community Project Funding Programs processes for federal funding.
- Regularly updating the City on Federal grant opportunities and issues that are pertinent to the City's legislative priorities.
- Representing the City at Executive Branch meetings and hearings in Washington, D.C.
- Tracking news articles and press releases on issues that will impact local governments and the City.
- Coordinating an annual trip for City elected officials and staff to Washington, D.C. to meet with and/or brief the Congressional delegation, White House officials, and key staff in the federal agencies.
- Helping with issues that have a federal nexus, which include providing comments on federal regulations; connecting local officials to federal agency professionals; and providing our expertise on funding programs, grant applications, and other legislative and agency opportunities.
- Engaging regularly with coalitions such as the National League of Cities and the United States Conference of Mayors on behalf of the City. Also assisting with the League of California Cities on issues when there is a federal overlap.
- Work with the City to identify federal funding opportunities and provide advocacy letters for federal related matters whenever necessary.
- Utilizing our vast prior expertise in economic development, work with the City to identify, prioritize and explore growth opportunities for the City and its residents.
- Create a federal schedule for legislative affairs, work closely with the City on federal legislative priorities and assist the City by filing for all lobbyist compliance requirements.
- On public safety, support efforts through federal departments and agencies, and relevant Congressional committees to increase public safety within the City. Facilitate engagement with U.S. Department of Justice Liaison Office and the City.

- In the area of public utilities, work with relevant Congressional committees – energy, water, electricity and biosolids to enhance City capabilities and capacities. Support monitoring Army Corps of Engineers projects. Support efforts and work with federal partners to maintain City's statewide water conservation targets.
- In transportation and infrastructure, work with relevant Congressional committees and federal agencies to bolster the City's parks, electric power and transportation infrastructure.

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 annually to Contracting Party under this Agreement is not to exceed Forty-Two Thousand Dollars (\$42,000.00) (“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.

The annual cost is not-to-exceed \$42,000 per year (\$3,500 monthly). The total contract cost is not-to-exceed \$136,500 for the initial contract term of three (3) months in the current fiscal year and subsequent three (3) fiscal years for a total of thirty-nine (39) months. An optional extension of one term for two (2) years is available, with the same terms of the annual not to-exceed amount of \$42,000 per year (\$3,500 monthly), totaling \$84,000. Funds are available in the General Fund budget (101-1002-60101, Contract Services, Administrative).

Cost summary for the services are as follows:

FISCAL YEAR	MONTHLY BASE	ANNUAL BASE
2022/2023	\$3,500	\$10,500
2023/2024	\$3,500	\$42,000
2024/2025	\$3,500	\$42,000
2025/2026	\$3,500	\$42,000
INITIAL 39-MONTH TERM TOTAL		\$136,500
2026/2027	\$3,500	\$42,000
2027/2028	\$3,500	\$42,000
2-YEAR EXTENSION TOTAL (OPTIONAL)		\$84,000
CONTRACT NOT-TO-EXCEED TOTAL (WITH OPTIONAL EXTENSION)		\$220,500

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, attached hereto and incorporated herein by this reference.

Exhibit D
Special Requirements

None.

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)
Auto Liability Additional Insured

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

Workers' Compensation (per statutory requirements)

Must include the following endorsements:

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

Cyber Liability/Technology Errors and Omissions Liability
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

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

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or

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

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

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

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

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

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights

against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

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

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not

allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

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City of La Quinta

CITY COUNCIL MEETING: STAFF REPORT

AGENDA TITLE: AUTHORIZE A MEMBER OF THE CITY COUNCIL TO ISSUE A LETTER OF CONCERN TO REINSTATE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT SCHOOL RESOURCE OFFICERS AT COACHELLA VALLEY UNIFIED SCHOOL DISTRICT SCHOOLS

RECOMMENDATION

Authorize a Member of the City Council to issue a letter of concern to reinstate Riverside County Sheriff's Department Resource School Officers at Coachella Valley Unified School District schools.

EXECUTIVE SUMMARY

- Over the last 4 months Riverside County Sheriff's Department (RCSD) Deputies have responded to 10 incidents of school violent threats at various Coachella Valley Unified School District (CVUSD) schools, which have jeopardized student and staff safety; parents and students are demanding improved safety measures.
- School Resource Officers (SRO) can help prevent and mitigate safety incidents as they work closely with school staff, students, parents, and the RCSD to provide a safe learning environment for local schools.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

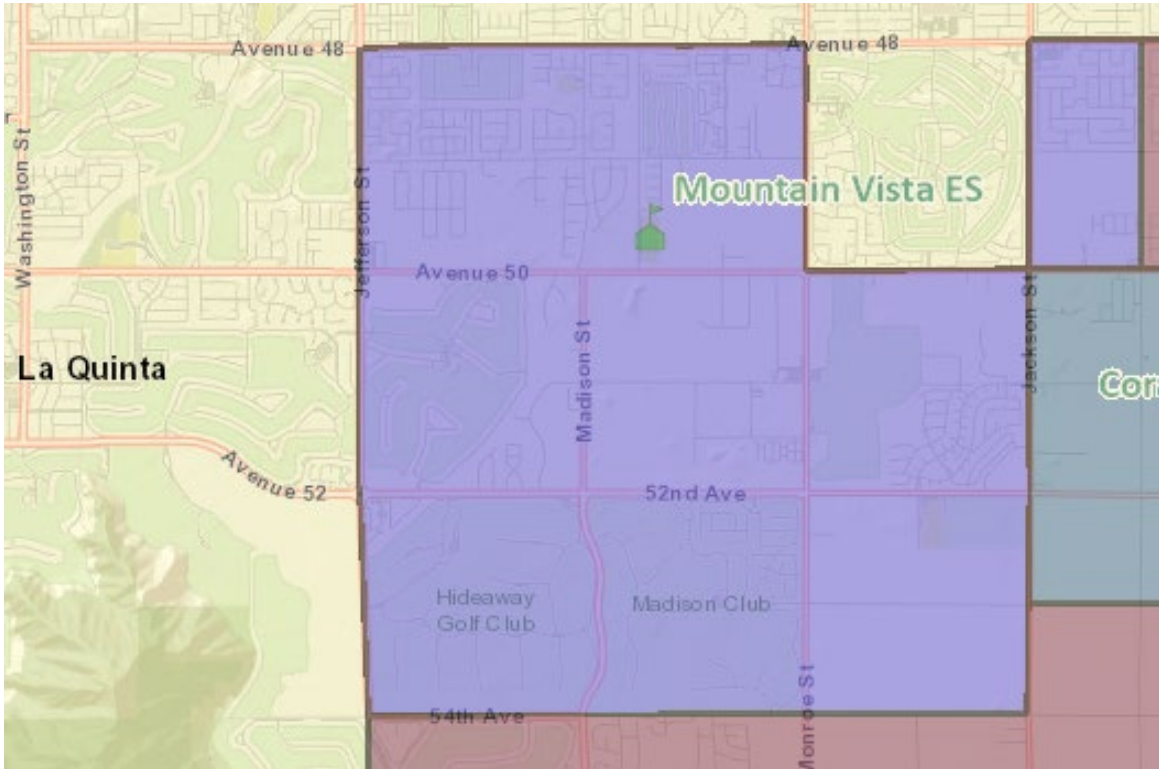
Between November 2022 and February 2023, RCSD Deputies have responded to 10 incidents of school violent threats at various CVUSD schools.

Students and parents are demanding improved safety measures and urging CVUSD to return SROs to the schools in an effort to provide protection from violence and possible weapons being brought to school by students. CVUSD Board voted to remove SROs from its schools in 2018 in favor of a "restorative justice model."

The community expressed its safety concerns at the February 23, 2023, CVUSD Board meeting where many students attended in protest of these incidents and lack of safety measures; as well as by hundreds of CVUSD students who walked out of class in protest on Monday, February 27, 2023.

Implementing SROs into school districts is a standard practice with other local districts. Since 2003, Desert Sands Unified School District and La Quinta have partnered to share the cost of SROs. SROs work closely with school staff, students, parents, and the RCSD to provide a safe learning environment at local schools.

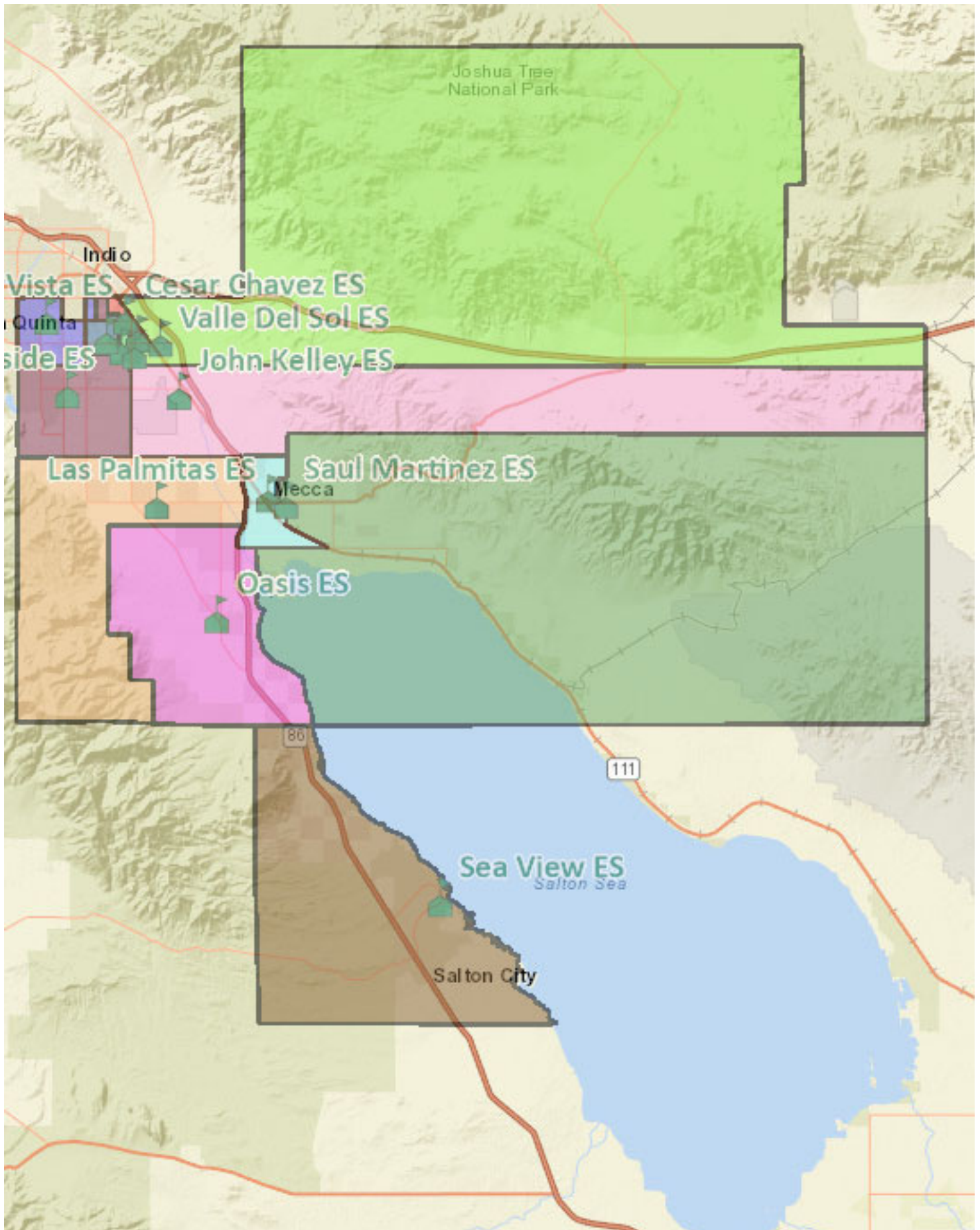
La Quinta residents located south of Avenue 48 and east of Jefferson are within CVUSD service boundaries depicted in CVUSD area map (Attachment 2).



ALTERNATIVES

Council may elect not to issue a letter of concern.

Attachment: 1. CVUSD Boundary Map



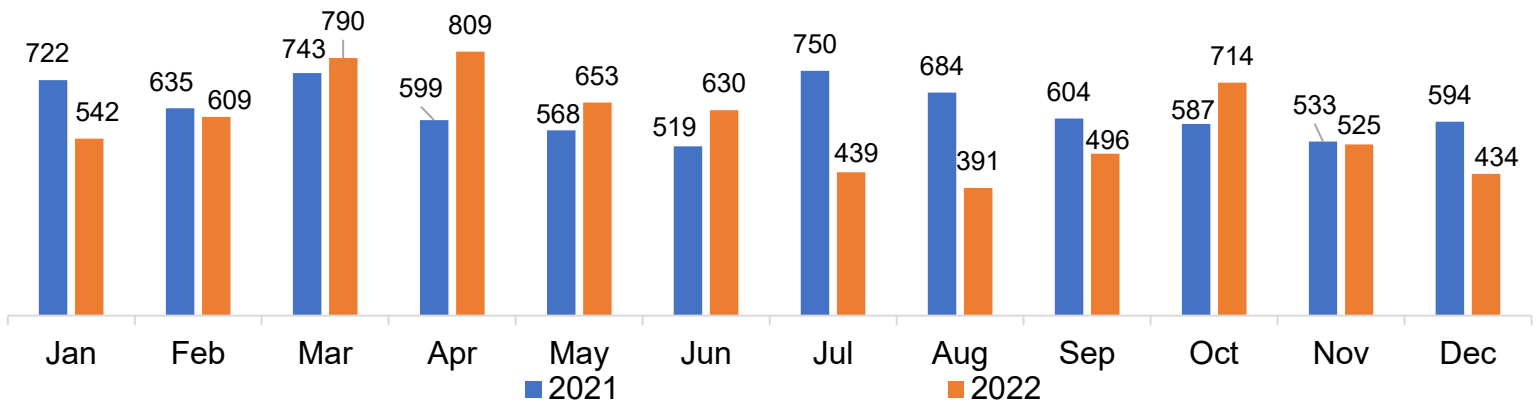
[Click Here to Return to Agenda](#)

COMMUNITY RESOURCES QUARTERLY REPORT

In response to local declaration and other State and County orders, the department shifted rules to provide COVID-19 related Public Safety and Social Service needs.

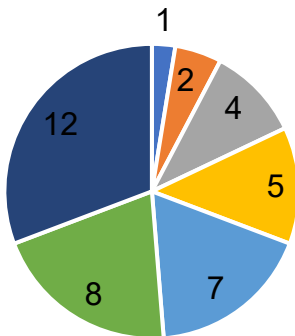
Code Compliance / Animal Control October 1 – December 31, 2022

Site Inspections*



*Site inspections are required to confirm violations and regular code complaints (e.g., trash containers, landscaping, property maintenance issues, etc.).

Administrative Citations



- Business License
- Zoning
- Animal Control
- Vehicle Issues
- Building Code
- STVRs
- Property Maintenance

Hearing Types

- 3 Administrative Hearings
- 1 Administrative Appeal Superior Court

Quarter Highlights:

- \$36,000 in administrative citations were paid this quarter
- \$19,000 in back transient occupancy tax (TOT), that Code Officers assisted in collecting.

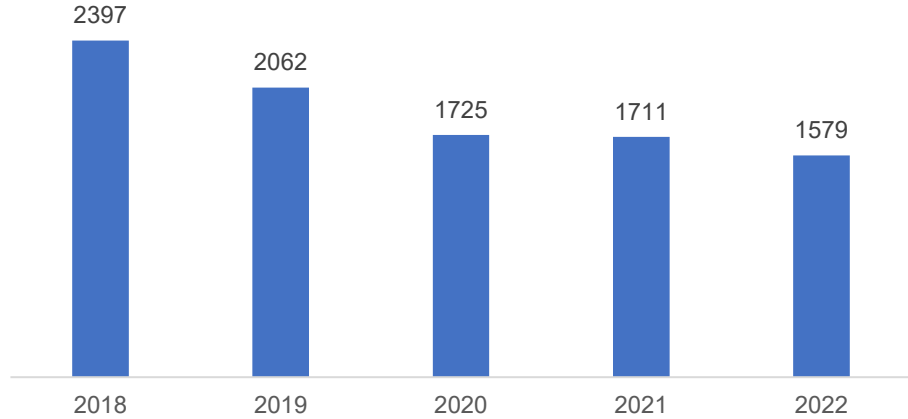
Before and After: Landscape case



False Alarms

- \$137,977 in fees collected to date
- City Staff outreach to businesses with multiple false alarms.
- Number of false alarms continue to decrease year by year. To date, false alarms have decreased a total of 34.1% compared to 2018

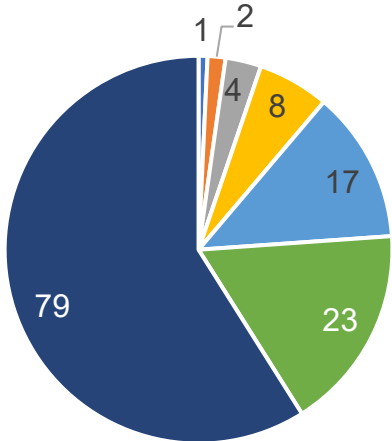
False Alarms



A false alarm means the activation of a security alarm system necessitating response by peace officers when an emergency does not exist. A service fee is due to the city after an excessive number of false alarms (defined as three or more false alarms) within a one-year period have been received from a particular business, residence or property.

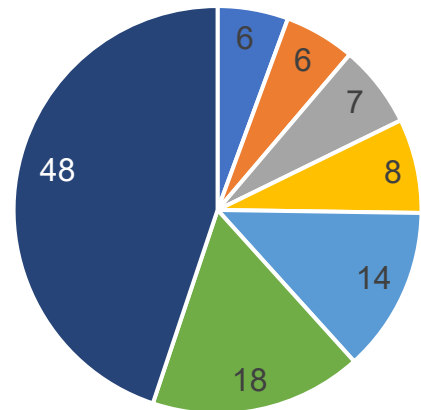
Animal Control Update

Impounds



- Confiscated
- Stray-Known Wait
- Adoption Return
- Owner Surrendered
- Stray-Dead
- Foster Return
- Stray

Outcomes



- Euthanized Untreatable
- Euthanized Treatable
- RCDAS Community Cat Program
- Return to Owner
- Transfer Adoption Partner
- In Foster Home
- Adoption

Riverside County Animal Services

Department of Animal Services – Coachella Campus has walk-in hours from 10 a.m. to 4 p.m. In the event of a pet emergency, animal control question, or if you are interested in adopting, fostering or rescuing, please call 951-358-7387. Potential adopters, fosters, or resources can also send an email to shelterinfo@rivco.org or visit their website at: <https://www.rcdas.org/>.

Social Services & Community Programs

October 1 – December 31, 2022

Wellness Center, FIND Food Distribution, Fritz Burns Pool, & Sports



- Distributed 32,285 pounds of food (food packages/boxes of dry goods and produce) to 995 persons at Coral Mountain, Hadley Villas, Vista Dunes, Washington Street Apartments, and Wolff Waters; FIND provided mobile pantries for food distribution five times per month at La Quinta High School and La Quinta Community Fitness Center & Park.
- Desert Recreation District (DRD) served 982 participants (660 for open/lap swim; 178 Water Aerobics; 18 Aqua Fit; 85 Senior Splash; 41 Floating Pumpkin Patch event) at Fritz Burns Pool programs/classes.
- Wellness Center provided fitness & recreation programs to 6,965 participants/fitness members (6,419 fitness gym participants; 546 program participants for Gentle Yoga, Essential Fitness, Mat Pilates, Tai Chi, Ballroom Dance, Pickleball 101, Monday Matinee Movies, Chuck Jones Center Workshop, Social Bridge, Mah Jongg, Ukulele, and Quilting for Good Times). Social service offerings such as the Riverside County Warm Center, LiHeap – Riverside County Community Action program, and Curative COVID-19 testing were available to the public.
- Youth sports programs had 32,168 total participants (players, spectators, coaches) for AYSO (soccer – 23,250), Friday Night Lights (flag football – 3,445), and La Quinta Youth Sports Association (baseball – 5,473). Practices and league games are held at La Quinta Park, Colonel Mitchell Paige Middle School, and the La Quinta Sports Complex. La Quinta High School Baseball also practiced at the Sports Complex this quarter due to their baseball fields being renovated.
- *Open Court Time* basketball and volleyball programs, a City of La Quinta’s partnership with Desert Recreation District, had a total of 271 participants at the La Quinta Boys & Girls Club Gym.



Library/Creation Station (Makerspace)

October 1 – December 31, 2022



- **Attendance:** 20,000 persons visited and participated in various programs; 40,800+ items were circulated.
- **Events:** Festival of Frights, CryptoZoo Walk Thru, Cryptid Art Contest, and Digital Escape Room.
- **Programs:** Baby/Toddler/Preschool Storytimes; Tween Doggy Tales (partnership with Animal Samaritans/Animal Companion Therapy Program); Chess Club; Sensory Hour; SOS: Something on Saturday Family Programming; Teen Anime Zone; Impulse Affirmation; Teen Game Night; Graphic Novel Club; Read the World; Readers Club; Page Turners Book Club; and BYOB: Bring Your Own Baby Book Club for adults with babies.



- **Attendance:** 500 people participated in various programs/services.
- **Memberships:** 13 new memberships; 52 active memberships.
- **Programs:** MakerCraft (Jack-o'-Lanterns, Not-Sew-Scary mini pillows, Vintage Motel Keychains, Harvest Faire Crafts, Unusual Holiday Movie Ornaments, Upcycled Paper Snowman, Holiday Craft Leftovers), Friction Kitchen (Churros & Dulce de Leche dip, Fried Green Tomatoes, and Makin' Bacon Pancakes), Paint with Michele (Gato de Dia de los Muertos, God of Egypt Bastet, and Petroglyphic Cat), MakerSpace Camps (Crochet Baskets and Electronics: Fairy-Light Mirror Cutie), and Gingerbread Contest.

Museum

October 1 – December 31, 2022



- Attendance: 1,700+ visitors/participants.
- Exhibits: The Ranges Between: Lincoln's Scout, Making a City, and Dia de Muertas Mini Altars.
- Events: Music in the Museum, Lincoln's Scout reception, Franklin Elementary field trip, annual Casita Lighting, group tours and lectures.
- Programs: Good Reads in the Gallery and La Sobremesa Book Clubs, STITCH Fiber Arts Club, TED Talk Discussion, Take a Break with Huell, Genealogy Club and Sketchbook Journaling.
- Social Media Promotion: *Friday Fun Facts* and Exhibit Content is shared via social media with Facebook, Twitter, Instagram, and YouTube subscribers.



Community Events

Veterans Recognition Ceremony @ Civic Center Courtyard



- The Veterans Recognition Ceremony was held on Friday, November 11, to honor and recognize 19 veterans and former honorees in the branches of the United States Air Force, Army, Coast Guard, Marines, and Navy.
- Gold Star Family recognition to honor Staff Sgt. James Perez, US Army and Cpl. Hunter Lopez, US Marine Corps.
- Col. Howard Thompson, retired US Army, was the guest speaker along with musical performances from Doug Hassett and the La Quinta High School Wind Ensemble.
- A flyover was provided by the Palm Springs Air Museum, American flag quilts provided by the Ophelia Project, and the presentation of colors provided by BSA Scout Troops 1701 and 451.
- A Fallen Solider Table was displayed throughout November at the La Quinta Museum to honor those who are no longer with us.
- A newly installed flag retirement box, located in the south parking lot of City Hall, is available for residents to properly discard their worn U.S. flags.

Community Events

Tree Lighting Ceremony @ Civic Center Campus



- The annual Tree Lighting Ceremony was held on Friday, December 2. Mayor and Councilmembers provided holiday greetings and counted down the light of the Christmas Tree.
- Santa Claus was available for Instagram photos in front of the tree and live performances were provided by Natasha Terrell; Dance, Play, & Pretend and Beginning Ballet; La Quinta High School Wind Symphony; and Ballet Folklorico Sol Del Desierto.
- Too Tall Tomm handed out candy canes, the Grinch and Frozen's Elsa and Anna greeted participants and were available for pictures at the photo booth; and a *Letter to Santa* station was available for all participants to write down requests for the holiday season.
- Holiday gift bags with toys and treats were provided to children in attendance.
- The Holiday Train provided rides for children and families through the park.

Community Events

Concert in the Park Series @ SilverRock Park



- Fake Matthews Band, celebrating the music of the Dave Matthews Band, performed on Saturday, November 19 from 5:30-8:30 p.m.
- Approximately 400+ persons in attendance.
- City staff provided information and giveaways and food trucks were available to participants.



X Park

October 1 – December 31, 2022



- Attendance: 4,642 residents and 4,036 non-residents used the park this quarter.
- Total Memberships: 195 memberships sold (130 resident and 65 non-resident).
- Programs: California Amateur Skateboard League (skateboarding contest); Fivestar Fridays (community skate jam, local best trick jam, and skateboarding best trick); Quad Skating Night (local skate jam); Thanksgiving Skate Camp; Christmas Skate Camp (2 sessions); Lucky Pro Scooters (demo and contest); Ride CV BMX Jam(with long jump and bunny hop contests); and Quad skating clinic and session.
- Events: La Quinta X Park Grand Opening (New Balance Pro Team & Power Peralta guests); Hot Wheels x Nitro Circus Super Chargers (skate, BMX, and scooter contest series); and El Gato Classic Legends of Skateboarding.



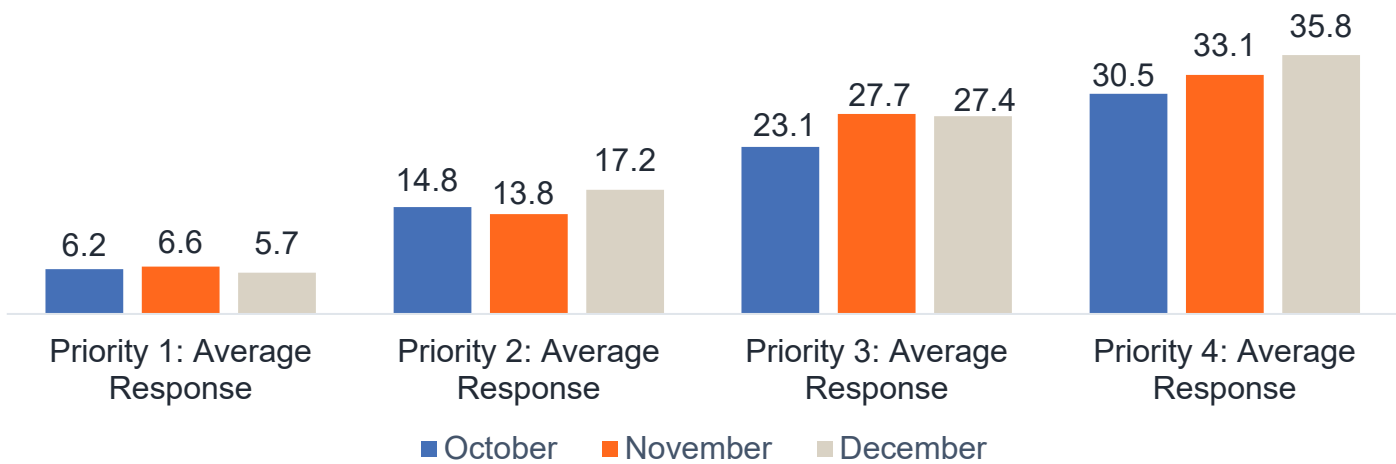
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LA QUINTA SHERIFF'S STATION QUARTERLY REPORT

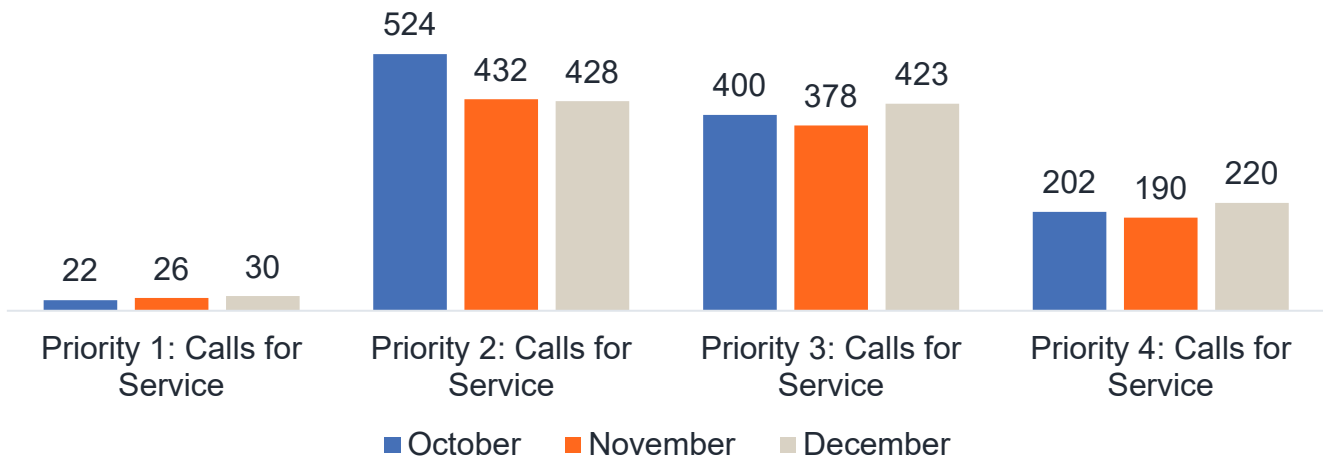
October 1, 2022 – December 31, 2022

Statistics

Average Response Time

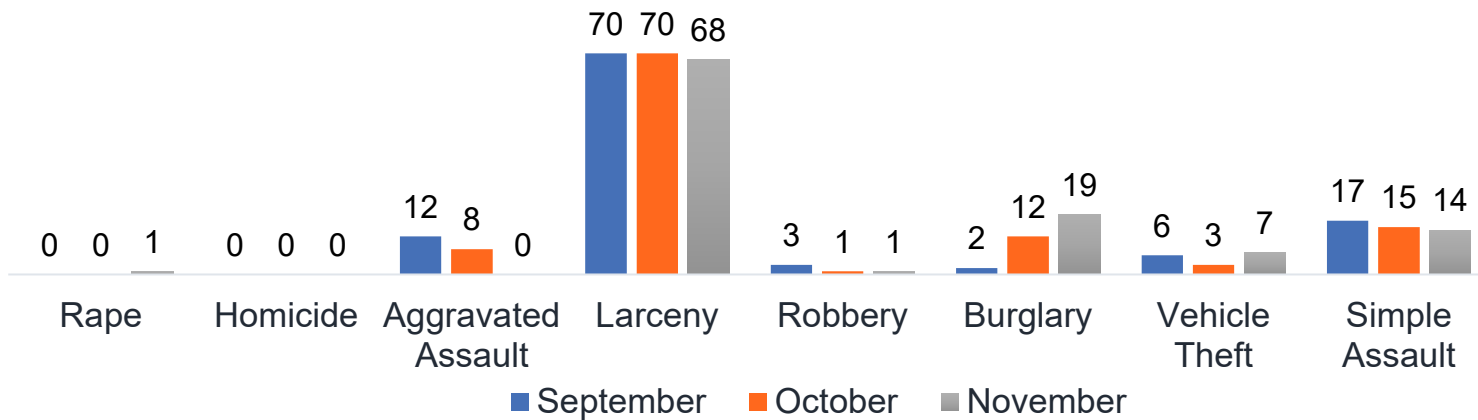


Number of Calls for Service



- Priority 1** – Involve circumstances that pose a clearly defined threat to human life or property;
- Priority 2** – Involve circumstances of an urgent but not life-threatening nature (e.g. minor assaults and batteries);
- Priority 3** – Involve circumstances which are neither urgent nor life threatening (e.g. disturbances of the peace);
- Priority 4** – Incidents occurring in the past or “cold” calls.

Crime Statistics



Actions by Teams:

Special Enforcement Team & Business District

- Actions: 498
- Property Recovered: \$812.59
- Narcotics Seized: Meth 7.7 g

Traffic Team

- Actions: 877

Community Service Officers & Crime Prevention Specialists

- Actions: 1,089

School Resource Officers

- Actions: 78

Gang Task Force

- Actions in La Quinta: 8
- Recovered Firearms: 0
- Narcotics Seized: Meth 7.1g

Citizens on Patrol

- Actions: 5
- Hours Donated: 419.75 hours

Public Safety Camera System Statistics

Public Safety Camera System (PSCS) went live on September 20, 2021, since then, La Quinta Sheriff’s Department (LQSD) and city staff have been using the system to monitor city property, traffic accidents, traffic flow, police investigations and managing special events.

System Statistics:

- 238 videos related to police investigations have been queried.
- Of those queried, 61 videos related to police investigations have been exported.
- Special events managed:
 - Alpha Win Triathlon (October)
 - La Quinta Art Celebration (November)
 - Ironman 2022 (December)
- No businesses have opted out of the PSCS.

Significant Incident Involving the PSCS:

On November 26, 2022, there was a fatal traffic collision involving a bicyclist and vehicle on Eisenhower and Coachella, which was caught on PSCS. Police were able to use the video as definitive evidence to charge the driver with vehicular manslaughter.



RIVERSIDE COUNTY SHERIFF'S DEPARTMENT CHAD BIANCO, SHERIFF

TO: City Manager Jon McMillen

DATE: 02/09/2023

FROM: Lt. Andy Martinez

SUBJECT: CSO Pilot Program Update

Background

In June of 2020, La Quinta City Council heard a presentation from the Riverside County Sheriff's Department's Research & Development (R&D) Team who presented a staffing deployment strategy intended to yield a police services cost savings and efficient deployment of resources to meet the specific needs of La Quinta. During this presentation and based on FY 18/19 data, it was said that deputies and CSO's handled 93.60% and 6.40% of community generated calls for service, respectively.

In December of 2020, La Quinta City Council voted to reduce the daily police contract Daily Patrol Hours (DPH) hours from 135 to 130 and re-task one CSO from a Traffic Assignment to Patrol as a pilot program, which became effective in January of 2021.

Staffing

During this review period, deputy staffing was distributed across two shifts, Dayshift (6AM – 6PM), and Nightshift (6PM—AM). At the contract level of 130 daily hours, shifts are staffed with 6 and 5 deputies on Dayshift and Nightshift, respectively.

The current police services contract includes a total of 6 CSO, 5 of which are assigned to patrol and 1 to Crime Prevention and Community Services. Patrol CSO's are currently only authorized a 4/10 schedule, working 4 days per week, 10-hour shifts. 2 CSO's split the week on night shift, working 5PM to 3AM. 3 CSO's split the week on Dayshift; 2 working Sunday-Wednesday and 1 working Wednesday - Saturday (7AM-5PM).

Results

To measure results, Calls For Service (CFS) during calendar years 2018, 2019, 2020, 2021 and 2022 were evaluated. A significant effort was made to duplicate the calculations used by the Matrix Group and Sheriff's R&D for consistency in reporting, but due to minor variances these results do vary by approximalty 5%. The following is a summary of results.

Measure of Deputy Proactive Time (Community CFS Only)

	Total CFS	Deputy	CSO	Proactive Time	% Change (18/19 avg)
2018 Community CFS	16,580	15,494	1,086	61.6%	
2019 Community CFS	16,000	15,022	978	63.2%	
2020 Community CFS	14,952	14,137	815	66.0%	+3.6%
2021 Community CFS	15,072	13,873	1,199	64.3%	+1.9%
2022 Community CFS	14,460	13,138	1,322	64.8%	+2.4%

Measure of Total Deputy Proactive Time (Community CFS + Self Initiated Activity)

	Total Activity	Deputy	CSO	Proactive Time	% Change (2018)
2018 All Activity	27,020	24,956	2,064	52.2%	
2019 All Activity	29,067	26,061	1,886	51.6%	- .6%
2020 All Activity	28,773	24,157	2,226	52.8%	+ .6%
2021 All Activity	24,757	20,634	3,300	53.7%	+1.5%
2022 All Activity	26,422	21,667	2,574	53.3%	+1.3%


CSO & Deputy – Average Response/Handling Time

	Travel Time	Response Time*	Time on Scene	Total Avg Time
2018 Avg. Respose Time	13:53	23:51	33:52	0:49:44
2019 Avg. Respose Time	14:04	23:28	32:52	0:49:03
2020 Avg. Respose Time	12:55	21:33	33:14	0:48:25
2021 Avg. Respose Time	15:41	28:37	37:36	0:55:47
2022 Avg. Respose Time	16:52	29:41	42:22	1:04:01

**Response Time is a product of Travel Time plus Dispcath Handling Time (not shown) and most meaningful to community callers.*

As a result of this pilot program and considering the reduction in staffing (135 to 130 DPH) deputies gained 2.4% in proactive time as compared to the FY 18/19 average. CSO’s handled 9.1% of CFS in 2022 as compared to 6.4% reported for FY 18/19 by Sheriff’s R&D. Also worth noting, during 2022 CSO’s were responsible for 16.4% of all patrol activity as compared to 7.1% in 2018.

During this review, it was also determined that patrol deputies are assigned about 68% of calls that are qualified for a CSO. Since most shifts (with the exception of Sun-Wed Day Shift) are only staffed with one CSO, there may not always be a CSO available to respond and in an effort to manage response times, calls are being handled by deputies.



 Lt. Andy Martinez

FIRE DEPARTMENT QUARTERLY REPORT

October 1, 2022 – December 31, 2022

Incident Response Activity

Incident Type	#
Medical	1,032
False Alarm	126
Public Service Assistance	97
Traffic Collision	72
Standby	13
Other Fire	6
Residential Fire	3
Vehicle Fire	0
Rescue	3
Ringing Alarm	7
Other Miscellaneous	3
Hazardous Materials	2
Commercial Fire	0
Multi-Family Dwelling Fire	1
Wildland Fire	2
Incident Total In La Quinta	1,367

Average Enroute to On-Scene Time



Enroute Time: When a unit has been acknowledged as responding.

On-scene Time: When a unit has been acknowledged as being on-scene.

Automatic Aid

LQ Resources Responding in LQ	1,271
LQ Resources Aiding Other Jurisdictions	769
Resources Aiding LQ	459

For this quarter, Truck 86 recorded 28 responses and Truck 33 had 10 responses in the City of La Quinta.

Fire Inspection Report

4th Quarter Statistics – Office of the Fire Marshal:

- Development Plan Reviews – 127
- Planning Case Reviews – 15
- Construction inspections – 670 (54% increase from Q4 2021)
- Facility Inspections – 191

Plan Reviews:

- Major Development Plans – The Peak - Multi-use
- TI Plans – WDC Kitchen Warehouse, Urban Oasis, Enzo's Addition, Home Depot Tool Rental Center, Longhorn Steakhouse, RD RNNR, Panera Bread, Boba Shop
- Master Home Fire Sprinkler Plans – Palo Verde
- Special Event – New York Life @ LQRR, Alpha Win Triathlon, Merv Griffin Wedding with Fireworks, Tradition Fireworks, Rancho La Quinta Fireworks, Andalusia Fireworks, Halum Real Estate Event @ LQRR, Urquhart Wedding Tent, El Gato Classic, Summit Series @ LQRR, Amgen @ LQRR, La Quinta Art Celebration.

Construction Inspections:

- New Construction/Tenant Improvements – Target, Panera, WeiBeHealth, Solterra Clubhouse, La Quinta Country Club, El Patio Restaurant, Crumble Cookie
- Tract Home Development Inspections – Andalusia, Cantera, Signature, Jewel @ PGA, Coral Mountain @ PGA, Stone Creek Ranch, Capistrano, Bella & Rancho Santana, Point Happy, Solterra, Rancho Santana, Lion's Gate, Palo Verde
- Custom Home Development Inspections – Madison Club, Hideaway, Traditions, Quarry, Cove Community.

Facility Inspections:

- State Fire Marshal Mandated Annual Inspections: Fire Systems Inspector Leilani Rojas began the FY22/23 initial annual inspections, beginning with the school facilities within the City. FSI Rojas continues to follow-up on the facilities still pending compliance.
- Fire Code Complaint Inspections were conducted on the following facilities: Med Post Urgent Care, Peninsula Park HOA, PGA Nicklaus Clubhouse, Rubio Home, Corporate Center Business Park.

Significant Incident Report

On October 8, 2022, CALFIRE /Riverside County Fire and the City of La Quinta responded to a reported bathroom fire at a single-family home. First arriving company officer reported a fire in the ceiling of the residence. Crews quickly contained the fire to the bathroom ceiling, surrounding a ventilation fan. Due to damage to the electrical wiring, power was disconnected by IID resulting in the displacement of three adults and one infant, however the family was able to find alternative shelter. No injuries to civilians or firefighters were reported.

On October 15, 2022, CAL FIRE/Riverside County Fire Department resources were dispatched to a reported public assist for flooding at a four-unit apartment building located on Avenida Navarro in the City of La Quinta. The first unit on scene reported active flooding inside Unit A on the first floor. Water was dripping from the ceiling, flooding several rooms inside the unit. After the water was removed, Red Cross was contacted to assist two elderly females that lived in the unit due to additional rain expected throughout the night. The property management company was on scene but was unable to provide financial assistance. No other units were involved. The Building Department of La Quinta was notified of the incident. No reported injuries to fire personnel or civilians.

On October 28, 2022, CAL FIRE / Riverside County responded to reports of a structure fire in the City of La Quinta with a report of victims trapped. The first arriving unit reported light smoke from the eaves. RSO Deputy arrived at scene at the same time as the first arriving unit and conducted a victim rescue. The victim was transported to JFK Hospital with moderate injuries. Fire personnel were able to contain the fire to the kitchen area of the house. There were no injuries to fire personnel on this incident.

On December 20, 2022, CAL FIRE/Riverside County Fire Department units responded to a medical emergency call with a juvenile male that sustained burn injuries. The first unit on scene found one juvenile male suffering second degree burns to 7% of his body from playing with a lighter. Fire personnel provided ALS care and the patient was transported by AMR to a local hospital for further treatment. The incident was turned over to RSO for further investigation due to the burn injury and the juvenile not having adult supervision at the time of the incident. There were no additional civilian or firefighter injuries.

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**REVISED AND
REPOSTED ON
DECEMBER 16, 2022**

AIRPORT COMMISSION MEETING AGENDA

Wednesday, December 21, 2022 - 5:30 P.M.

Pursuant to Assembly Bill 361, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

Submit your public comment to the Airport Commission electronically. Material may be emailed to: Christina.brown@palm Springsca.gov - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record.

To observe the meeting or to provide public comments at the meeting, please use the following link <https://us02web.zoom.us/j/86019815290?pwd=ZitOZDIyeGZhNUNEQTVkU29nTUdPdZ09> or call (669) 900-6833 and enter Meeting ID: 860 1981 5290 - Passcode: 583916

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Aftab Dada - Chair	David Feltman	Paul Slama	Vacant	Kevin Wiseman
Kevin J. Corcoran Vice Chair	Ken Hedrick	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Gerald Adams	Scott G. Miller	Paul Budilo	Gabriel Martin	Thomas Weil
Patricia Breslin	John Payne	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Todd Burke	M. Guillermo Suero	Kathleen Hughes	Jan Pye	Jhan Schmitz
Palm Springs City Staff				
Teresa Gallavan		Harry Barrett Jr., A.A.E.		Jeremy Keating
Interim City Manager		Airport Executive Director		Assistant Airport Director

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. APPROVAL OF MINUTES:** Minutes of the Airport Commission Special Meetings of September 28, 2022 and October 6, 2022

7. INTRODUCTIONS AND PRESENTATIONS

- 7.A Riverside County Appointed Commissioner
- 7.B Assistant Airport Director

8. DISCUSSION AND ACTION ITEMS:

- 8.A Airport Art Tour Update
- 8.B Palm Springs Art Museum Artwork Loan Extension
- 8.C Palm Springs Air Museum Expansion
- 8.D Operations, Properties and Facilities Committee Update
- 8.E Formation of Ad Hoc Design Review Committee
- 8.F Formation of Ad Hoc Master Plan Review Committee
- 8.G 2023 Airport Commission Meetings
- 8.H Marketing Update
 - 8.I Financial Summary Update
- 8.J Projects and Airport Capital Improvement Program Update

9. COMMISSIONERS REQUESTS AND REPORTS

10. REPORT OF COUNCIL ACTIONS:

- 10.A Past City Council Actions
- 10.B Future City Council Actions

11. RECEIVE AND FILE:

- 11.A Airline Activity Report November 2022
- 11.B Airline Activity Report Fiscal Year Comparison
- 11.C Airlines Schedules January 2023

12. COMMITTEES:

- 12.A Future Committee Meetings

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on January 18, 2023, at 5:30 P.M.

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on December 15, 2022, in accordance with established policies and procedures.

PUBLIC NOTICES

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way. Complete Agenda Packets are available for public inspection at: City Hall Office of the City Clerk. Agenda and staff reports are available on the City's website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (760) 323-8204.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Department of Aviation, (760) 318-3800, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

Palm Springs Airport Commission Report – December 21, 2022 Meeting

Public Comments - None

Introductions & Presentations: New Riverside Country Representative – Paul Slama from Tribal Headquarters Cabazon Band of Indians and various other valley boards and new Assistant Airport Director – Jeremy Keating formally from Arizona – 25 years as private pilot and transitioned into airport management. Teresa Gallavan is still acting as Palm Springs City Manager.

Discussion and Action Items:

Airport Art Tour – Gary Armstrong of PS Art Museum along with airport staff identified which art was donated to the city but not specifically to the airport or its location. Goal is to identify best location for airport collection and discuss care and handling of each piece.

Palm Springs Art Museum Artwork Loan Extension – Jay Varata, Community & Economic Development Director for the museum states that an extension for 5 additional years for 7 pieces of art. They will also rotate art and supplement the collection. Some pieces were deemed too small and the museum will speak to the artists about enhancing a piece to make more impact. The City of PS provides the insurance on the art.

Palm Springs Air Museum Expansion – Fred Bell spoke on behalf of air museum and discussed the \$3million expansion as well as rebuilding the front end of the museum and updating restrooms. The expansion will extend 2.5 acres to the south. Visitation is heavy and 21% more than last year.

Operations, Properties and Facilities Committee Update – New concessions will make a presentation on Feb. 23rd. A week prior to Thanksgiving the Overflow Parking Lot opened. The lots have been 84% full and utilizing two shuttles to transfer passengers and their luggage to the terminal. Signage needs to be improved. The baggage handling system (approved by a former Airport Executive Director with no consultation with the airport commission) has not worked as had been anticipated. The cost is projected to be \$20 million for a new system. The city attorney is evaluating options that the airport may have.

Formation of Ad Hoc Design Review Committee – Paradies and Marshall (the two concession companies winning the airport contracts) will be reviewed by Aftab Dada, David Feltman, Kevin Corcoran, Kevin Wiseman, John Payne and Todd Burke

Formation of Ad Hoc Master Plan Review Committee- Afab Dada, Ken Hedrick, Scott Miller and Kevin Corcoran

2023 Airport Commission Meetings – Afab Dada, the commission Chair, made the motion that the airport commission only meet 5 times a year. This motion was met with severe opposition by several airport commissioners who feel more meetings and more sub-committees need to be created. Afab stated that these meetings consume a lot of time from the airport staff and take them away from their responsibilities. They are not the best use of their time. One commissioner proclaimed that airport staff have proven not capable of making sound decisions and used the

baggage claim system as an example. Because it was becoming very heated, this will not be an agenda item to discuss in January. More drama is sure to follow....

Marketing Update: Marketing Director on vacation so his report was written and presented at the meeting. November set a new record of 17.4 % over previous year. Travel for Christmas is anticipated to be up 5% to 2021. Over 5400 additional departing seats compared to 2021 from 12/21 to 12/26.

Logo update provided new options: Consultant took info from over 500 community surveys and stakeholder meeting. More meetings will follow with goal of presentation to City Council in March/April.

Financial Summary Update: Victoria Carpenter, Airport Administration Manager stated that the airport budget and actual revenue are holding very close to expectation and all revenues will now increase with December through March anticipated passenger lift. Year to date (through November) emplaned passengers are 47.2% over 2021 and deplaned passengers are 45.7% over 2021. Rental cars will also escalate dramatically over the next four months including December and this is a major revenue stream for the airport. Federal Grants are closely monitored and the CARES grant for COVID with over \$11 million will expire in May 2024. All other current grants expire in 2025-2027. The staff is always searching for grants to apply for to improve the airport.

Projects and Airport Capital Improvement Program Update – three points were discussed:

1. Update on the subject of airlines – insurance and baggage handling with anticipated update end of January
2. WIFI – IT Manager for City of PS has been contacted who there are also issues of weak WIFI at City Hall. Airport has received complaints on this topic.
3. Homeless spending the night at the airport – USO (who closes at 10 pm each night) states they were not aware of homeless issue at airport nor that the homeless were trying to steal bags from the military. Military flights drop off servicemen after 10 pm and many elect to just spend the night at the airport due to early flight in the morning. Hotels offer complimentary rooms based on availability according to Afab, but miliary are nervous about missing a wake-up call, or getting transportation to/from airport. The homeless are using the restrooms and sleeping on chairs or on the floor. The airport commission had been told last summer by former PS City Manager that the airport would not be affected at all by opening the homeless shelter across the street. Obviously, the cold weather is bringing them inside.

Commissioners Requests and Reports – None

Report of Council Actions - None

Next Airport Commission meeting will be a regular meeting on Jan. 18, 2023 at 5:30 pm

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AIRPORT COMMISSION MEETING AGENDA

Airport Conference Room, Palm Springs International Airport
 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262
 Wednesday, February 15, 2023 - 5:30 P.M.

Pursuant to Assembly Bill 361, this meeting may be conducted by teleconference. There will be in-person public access to the meeting location.

To submit your public comment to the Airport Commission electronically. Material may be emailed to: Christina.brown@palmsspringsca.gov - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record.

This is a hybrid in-person and virtual meeting. To virtually observe the meeting or to virtually provide public comments, please use the following Zoom link

<https://us02web.zoom.us/j/86019815290?pwd=ZitOZDIyeGZhNUNEQTVkU29nTUdPdZ09>

or call (669) 900-6833 and enter Meeting ID: 860 1981 5290 - Passcode: 583916

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Aftab Dada - Chair	David Feltman	Paul Slama	Tony Michaelis	Kevin Wiseman
Kevin J. Corcoran Vice Chair	Ken Hedrick	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Gerald Adams	Scott G. Miller	Paul Budilo	Gabriel Martin	Vacant
Patricia Breslin	John Payne	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Todd Burke	M. Guillermo Suero	Kathleen Hughes	Jan Pye	Jhan Schmitz
Palm Springs City Staff				
Teresa Gallavan		Harry Barrett Jr., A.A.E.		Jeremy Keating
Interim City Manager		Airport Executive Director		Assistant Airport Director

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. APPROVAL OF MINUTES:** Minutes of the Airport Commission Regular Meeting of November 22, 2022
- 7. INTRODUCTIONS AND PRESENTATIONS**
 - 7.A** Cathedral City Appointed Commissioner Tony Michaelis

8. DISCUSSION AND ACTION ITEMS:

- 8.A** Working Groups
- 8.B** USO Update
- 8.C** Marketing Update
- 8.D** Ad Hoc Design Review Committee Update
- 8.E** Budget and Finance Committee Update
- 8.F** Airport Mid-Year FY22/23 Budget Update
- 8.G** Airport Staffing Update
- 8.H** Projects and Airport Capital Improvement Program Update

9. EXECUTIVE DIRECTOR REPORT

10. COMMISSIONERS REQUESTS AND REPORTS

11. REPORT OF COUNCIL ACTIONS:

- 11.A** Past City Council Actions
- 11.B** Future City Council Actions

12. RECEIVE AND FILE:

- 12.A** Airline Activity Report January 2023
- 12.B** Airline Activity Report Fiscal Year Comparison

13. COMMITTEES:

- 13.A** Future Committee Meetings

ADJOURNMENT:

The Airport Commission will adjourn to a Special Meeting on February 28, 2023, at 1:00 P.M.

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on February 9, 2023, in accordance with established policies and procedures.

PUBLIC NOTICES

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way. Complete Agenda Packets are available for public inspection at: City Hall Office of the City Clerk. Agenda and staff reports are available on the City's website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (760) 323-8204.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Department of Aviation, (760) 318-3800, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

Palm Springs Airport Commission Report – February 15, 2022 Meeting

Public Comments - None

Introductions & Presentations: Introduction of new Cathedral City Commissioner Tony Michaelis .

Discussion and Action Items:

Working Groups – The airport staff have created a means of how to prioritize their tasks and that of the airport commission committees requests so that one can easily review the status of a topic. I feel the airport staff is intimidated by the demands of the current airport commission. There are 3 bullies that dominate and disrupt the meetings. They are abrasive and not pleasant. They do not understand that the commission reports to City Council and believe the airport should be independent as a federal entity. Unfortunately, the Commission Chairman, Afab Dada is not effective in controlling them and keeping them on topic. The airport staff created the working group concept to protect themselves. Several temporary flights have been added for Coachella

USO Update - The airport offered the USO assistance with additional funding for development of a free lodging program and other resources to support and expand their services. The USO responded that it doesn't require being open 24/7 at this time.

Marketing Update - The January 2023 total passenger count was 43.9% over 2022. However we must be mindful that COVID/Omicron impacted both January & February 2022. The new airport logo will be presented in April to PS City Council.

Ad Hoc Design Review – New menus and design of the latest airport bar and signage is fresh and inviting. It definitely has a PS vibe to it!

Airport Staffing Update – The airport is severely understaffed compared to comparable other airports of similar size. This is not new – it has been true since 2021. The airport flights and passengers have increased significantly but the airport staff has not. From 2012 – 2021 the airport had a staff of 80. In 2022 the staff was increased to 92.5 but there are 13 vacancies that need to be filled. By 2024 there should be 114 staff positions. The airport has been challenged with greater than anticipated growth, changing regulations from both the TSA and FAA, our need for data in every department, and a greater need than ever before for public safety. Harry Barrett, the Airport Executive Director, has vision and believes the airport staff needs to grow but not have “overgrowth”. He is seeking ways that the airport can share resources and be more efficient. This will be a primary task for him and one that is imperative to get the right individual in the right space.

Airport Mid-Year 2022/23 Budget Update - The airport is flourishing due to its steady growth and federal funding received during the pandemic. The most profitable fund is the Customer Facilities which is based on car rentals. The airport gains \$9 per day up to 5 days or \$45 on every car rental. This has provided a surplus of \$767,000 to date at mid-year. Another source of recognition is the General Airport Operations Fund.

Highlights from the General Operations Fund are:

The General Airport Operations Fund Revenue ended the first two quarters of the fiscal year with total revenue at \$25.7 million. This is an increase of 108% from the first two quarters of fiscal year 2022 due to the collection of the Coronavirus Aid, Relief and Economic Security Act (CARES) and the Airport American Rescue Plan Act (ARPA) funds in the second quarter of FY23. Mid-year highlights are presented below:

- The Airport received approximately \$6.0 million from the CARES Act and approximately \$6.0 million from the ARPA Act fund.
- On-Airport Car Rental Fees increased by 4%. Car Rental Fees at mid-year FY22 were approximately \$3.9 million compared to FY23 at \$4 million.
- Airport Leased Parking increased by 13% due to an increase in passenger traffic. Airport Leased Parking at mid-year FY22 were approximately \$2.5 million compared to FY23 at \$2.8 million
- Terminal Non-Airlines Commercial Rentals growth of 92% is driven by CLEAR leasing terminal space and the increase in sales from the food and beverage and retail concessionaire.

Executive Director Report from Harry Barrett - Covered in the Airport Mid-Year Report and Airport Staffing Update

Commissioners Requests and Reports – None

Report of Council Actions - None

Next Airport Commission meeting will be a special meeting on Feb. 28, 2023 at 1 pm. I will not be able to attend due to La Quinta Art Celebration Artist Registration at Wellness Center and event starting the next day.

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