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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, OCTOBER 17, 2023
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

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

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 at the end of the agenda. 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)].

CONFIRMATION OF AGENDA

CLOSED SESSION

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

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the City Council on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed at the end of the agenda. The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by the Brown Act [Government Code § 54954.2(b)].

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. TALUS – PROJECT STATUS UPDATE

CONSENT CALENDAR

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

	<u>PAGE</u>
1. APPROVE SPECIAL JOINT MEETING MINUTES OF THE CITY COUNCIL AND PLANNING COMMISSION OF SEPTEMBER 26, 2023	9
2. APPROVE CITY COUNCIL MEETING MINUTES OF OCTOBER 3, 2023	13
3. AUTHORIZE OVERNIGHT TRAVEL FOR THE CITY CLERK AND DEPUTY CITY CLERK TO ATTEND THE LEAGUE OF CALIFORNIA CITIES CITY CLERKS’ NEW LAW AND ELECTIONS SEMINAR IN SAN DIEGO, CALIFORNIA, DECEMBER 13 – 15, 2023	21
4. EXCUSE ABSENCE OF COMMISSIONER CALDWELL FROM THE OCTOBER 10, 2023, PLANNING COMMISSION MEETING	23
5. APPROPRIATE FUNDING AND AWARD CONTRACT TO LEONIDA BUILDERS, INC FOR THE COVE TRAILS PARKING LOT IMPROVEMENTS PROJECT NO. 2022-30	25
6. APPROVE EXTENDING THE LEASE AGREEMENT WITH PACIFIC MOBILE STRUCTURES THROUGH 2025 FOR THE PUBLIC WORKS MAINTENANCE TRAILER	29
7. ADOPT RESOLUTION TO AUTHORIZE EXAMINATION OF (1) SALES AND USE TAX RECORDS, AND (2) TRANSACTION AND USE TAX RECORDS [RESOLUTION NO. 2023-035]	41
8. APPROVE DEMAND REGISTERS DATED SEPTEMBER 29, AND OCTOBER 6, 2023	47
9. APPROVE DEMAND REGISTERS FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JULY 21, AUGUST 4, AND SEPTEMBER 1, 2023	61

STUDY SESSION

- | | <u>PAGE</u> |
|---|--------------------|
| 1. DISCUSS LAND-BASED FINANCING OPTIONS AND PROVIDE DIRECTION REGARDING FUTURE POLICY UPDATES | 69 |

BUSINESS SESSION

- | | <u>PAGE</u> |
|--|--------------------|
| 1. APPROVE AMENDMENT NO. 5 AND RELATED DOCUMENTS TO PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH SILVERROCK DEVELOPMENT COMPANY, LLC, SILVERROCK PHASE I, LLC, AND SILVERROCK LAND II, LLC, TALUS LA QUINTA (FORMERLY SILVERROCK RESORT) AND REQUIRE DEVELOPER TO PRESENT MONTHLY PROGRESS UPDATES AT COUNCIL MEETINGS ONCE FINANCING IS CLOSED AND UNTIL THE LUXURY HOTEL IS OPEN | 73 |
| 2. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH CARAHSOFT TECHNOLOGY CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF ZOOM CLOUD PHONE SYSTEM AND RELATED SOFTWARE | 119 |
| 3. INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.60 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE CONFLICT OF INTEREST CODE [ORDINANCE NO. 605] | 177 |

STUDY SESSION – CONTINUED

- | | <u>PAGE</u> |
|---|--------------------|
| 2. DISCUSS CITY BRANDED MERCHANDISE | 185 |
| 3. DISCUSS OPTIONS FOR USE OF RECENTLY ACQUIRED HISTORICAL BUILDING LOCATED AT 51001 EISENHOWER DRIVE | 187 |

PUBLIC HEARINGS – None

DEPARTMENTAL REPORTS

- | | |
|---|-----|
| 1. CITY MANAGER – MARKETING QUARTERLY REPORT – JULY – SEPTEMBER 2023 | 189 |
| 2. CITY ATTORNEY | |
| 3. CITY CLERK – SHORT-TERM VACATION RENTAL PROGRAM CHARACTERISTICS, COMPLIANCE, AND ENFORCEMENT OVERVIEW – QUARTERLY REPORT – JULY – SEPTEMBER 2023 | 195 |
| 4. COMMUNITY SERVICES | |
| 5. DESIGN AND DEVELOPMENT | |
| 6. FINANCE | |
| 7. PUBLIC SAFETY | |
| 8. PUBLIC WORKS | |

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

REPORTS AND INFORMATIONAL ITEMS

1. CVAG CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND SUSTAINABILITY 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)
27. FINANCIAL ADVISORY COMMISSION MEETING MINUTES OF AUGUST 9, 2023 203
28. PLANNING COMMISSION MEETING MINUTES OF JUNE 27, 2023 207
29. PLANNING COMMISSION MEETING MINUTES OF AUGUST 22, 2023 215

ADJOURNMENT

The next regular meeting of the City Council will be held on November 7, 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 October 13, 2023.

DATED: October 13, 2023



MONIKA RADEVA, City Clerk
City of La Quinta, California

Public Notices

- Agenda packet materials are available for public inspection: 1) at the Clerk's Office at La Quinta City Hall, located at 78495 Calle Tampico, La Quinta, California 92253; and 2) on the City's website at www.laquintaca.gov/councilagendas, in accordance with the Brown Act [Government Code § 54957.5; AB 2647 (Stats. 2022, Ch. 971)].
- 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.

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.*].

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.

***** 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/them to speak on the item(s) requested. **Please note – members of the public must unmute themselves when prompted upon being recognized by the Mayor, in order to become audible to the City Council and the public.**

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

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

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.

[CLICK HERE to Return to Agenda](#)



CITY COUNCIL & PLANNING COMMISSION
SPECIAL JOINT MEETING
MINUTES
TUESDAY, SEPTEMBER 26, 2023

CALL TO ORDER

A special joint meeting of the La Quinta City Council and Planning Commission was called to order at 4:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, and Mayor Evans
ABSENT: Mayor Pro Tem Sanchez

PRESENT: Commissioners Caldwell, Guerrero, Hassett, Hernandez, McCune, Tyerman, and Chairperson Nieto
ABSENT: None

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to excuse Mayor Pro Tem Sanchez’s absence. Motion passed: ayes – 4, noes – 0, abstain – 0, absent – 1 (Sanchez).

PLEDGE OF ALLEGIANCE

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

CONFIRMATION OF AGENDA – Confirmed

PLANNING COMMISSIONER HERNANDEZ JOINED THE SPECIAL JOINT MEETING AT 4:02 P.M.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Announced out of Agenda order after Study Session >>>

City Clerk Radeva said WRITTEN PUBLIC COMMENTS were received on Matters Not on the Agenda from La Quinta resident Claudia Snyder regarding an unpermitted special event recently held at the DuPont Estate, which were distributed to Council and the Planning Commission, made public, published on the City’s website, and included in the public record of this meeting.

STUDY SESSION

- 1. UPDATE ON HIGHWAY 111 CORRIDOR SPECIFIC PLAN – PROJECT NO. 2019-05**

PUBLIC SPEAKER: Steve Cherry, La Quinta – said he was unhappy that nothing of substance has been done on this project in the last four years; complained about the lack of signage identifying store locations along the Highway 111 corridor; and wants a Sunline bus route along Madison Street and a stop-and-go bus line along Highway 111.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – parking of Home Depot rental vehicles and the In-N-Out Burger and Chick-fil-A along Highway 111 are unattractive; and thanked the City for all the support provided during the Tropical Cyclone Hilary storm event.

Design and Development Director Castro and Planning Manager Flores introduced GHD, Inc. consultants: 1) Todd Tregenza, Senior Transportation Planner, AICP, the overall project manager for this project, and 2) Jonathan Linkus, Service Line Leader – Urban Planning and Communities, and Planning Lead for this project, who presented the staff report, which is on file in the Clerk’s Office.

Council and Commissioners discussed the density of the affordable housing project in the City of Indio located at Highway 111 and Jefferson Street; options for small-format retail/shaded outdoor malls; small retail interspersed with large box stores, often in parking lots; forward-thinking and synergy opportunities for existing commercial owners; interviews with current stakeholders resulted in them addressing their existing issues; housing infill, including short-term vacation rental units, along the corridor; learning what works/doesn’t work regarding high density housing; the increase in urban bicycling; the need to rethink all streets to accommodate bicycles; to diversify, a restaurant or bar on top floors of buildings is a consideration; the market demand for affordable housing, and possible locations along the corridor; controlling design standards, setbacks, open space, landscaping, etc. on affordable housing projects; activating housing complexes with ground floor retail, or office, etc.; basis of retail market demand estimates; and the future of retail.

MAYOR EVANS ASKED COUNCILMEMBER PEÑA TO ASSUME PRESIDING OFFICER RESPONSIBILITIES FOR THE REMAINDER OF THE SPECIAL JOINT MEETING AND LEFT THE DAIS AT 5:03 P.M.

Council and Commissioners discussed changes in buying habits and reduction of parking needed by big box stores; feasibility of including medical office space in the plan; financial viability of market-rate housing if permitted to build four stories or more; making the cultural trail more inviting, have it meander in and out of pocket parks, retail and restaurants; making the corridor more driver-friendly and attractive to drivers; current landscaping of some retailers is very poor, standards need to be enforced; using kiosks with shared covered seating for infill; means to adjust setback standards; tactics the City can use to spur the type of development desired, such as incentives, buying a section of parking lots, etc.; and perhaps it’s time to start a General Plan discussion.

COUNCILMEMBER PEÑA CALLED FOR A BRIEF RECESS AT 5:46 P.M.

COUNCILMEMBER PEÑA RECONVENED THE SPECIAL JOINT MEETING AT 6:07 P.M. WITH COUNCILMEMBERS FITZPATRICK AND McGARREY, AND PLANNING COMMISSIONERS CALDWELL, GUERRERO, HASSETT, HERNANDEZ, McCUNE, TYERMAN, AND CHAIRPERSON NIETO PRESENT

Council and Commissioners discussed looking forward to the final corridor Specific Plan; California Environmental Quality Act (CEQA) calculations for workforce housing; reconsidering the height of buildings along the Whitewater wash; timing of planned repaving and this project along Highway 111; moving bus stops closer to internal housing complexes; using smaller bus vehicles; power supply to all new development will be a major component; use of parking structures to reduce parking footprint; reexamining landscape, especially trees, and using permeable parking material; blending the new updated development with the old, existing retail and asphalt; need to consider this vision for the corridor's future when reviewing all new projects; and staff was urged to bring this corridor Specific Plan to Council as a Business Session item as soon as possible.

City Clerk Radeva announced Written Public Comments received on Matters Not on the Agenda as noted on page 1 of these minutes, out of Agenda order.

COUNCIL AND PLANNING COMMISSION MEMBERS' ITEMS – None

ADJOURNMENT

There being no further business, Councilmember Peña adjourned the special joint meeting at 6:59 p.m.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)



**CITY COUNCIL
MINUTES
TUESDAY, OCTOBER 3, 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 (joined the meeting 3:40 p.m.), Peña, and Mayor Evans

ABSENT: Mayor Pro Tem Sanchez

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to excuse Mayor Pro Tem Sanchez’s absence from tonight’s meeting. Motion passed: ayes – 3, noes – 0, absent – 2 (McGarrey and Sanchez), abstain – 0.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

Councilmember Fitzpatrick said she would like to comment on Consent Calendar Item Nos. 4 and 5. Council concurred.

CLOSED SESSION

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

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

CITY ATTORNEY IHRKE REPORTED DURING “REPORT ON ACTION(S) TAKEN IN CLOSED SESSION” THAT COUNCILMEMBER MCGARREY JOINED THE COUNCIL MEETING AT 3:40 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:06 P.M. WITH ALL MEMBERS PRESENT WITH THE EXCEPTION OF MAYOR PRO TEM SANCHEZ

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

Councilmember Fitzpatrick led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Philip Bettencourt, La Quinta – said he is the official representative of the Marine Committee for Rancho La Quinta Homeowners Association (HOA) who are again hosting a Thanksgiving Day Ceremony for the U.S. Marine Corp, which offers Marines use of HOA facilities such as golf, tennis, and pickleball, and offers valley residents the opportunity to share their Thanksgiving Day with Marines from the Air Ground Combat Center in 29 Palms; and extended an invitation to the Council to join the Rancho La Quinta residents at the Ceremony to welcome the Marines.

Mayor Evans, on behalf of the Council, thanked the Rancho La Quinta HOA for their hospitality and thoughtfulness.

PUBLIC SPEAKER: Jeff Fishbein, Chair of the La Quinta Chamber of Commerce, Coldwell Banker Realtor and La Quinta resident – provided an update on Chamber events and activities, including the State-of-the-City event, held on 9/28/2023 at the Embassy Suites Hotel, and thanked the Council and City staff for their collaboration and attendance; and noted upcoming events, and announcements of new businesses.

PUBLIC SPEAKER: Kristine Hinos, La Quinta – requested information on the Cove gas project underway.

Councilmember McGarrey disclosed that she works for Southern California Gas Company, and provided a brief description of the project to upgrade gas lines.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. PROCLAMATION IN RECOGNITION OF NATIONAL FIRE PREVENTION WEEK – OCTOBER 8–14, 2023

Mayor Evans presented a Proclamation in recognition and observance of National Fire Prevention Week; this year's theme is "Cooking safety starts with YOU! Pay attention to fire prevention," and the campaign aims to educate the public about simple but important steps that can be taken to help reduce the risk of fire when cooking at home.

Riverside County Fire Department La Quinta Division Chief Richard Tovar accepted the proclamation, thanked Council for the recognition, and briefly spoke about the importance of fire safety and prevention.

2. PROCLAMATION IN RECOGNITION OF ROBERT AND TINA CUNARD FOR 42 YEARS OF BUSINESS IN THE CITY WITH CUNARD'S SANDBAR

Mayor Evans read the history of Mr. and Mrs. Cunard in La Quinta, and Cunard's Sandbar; Mayor Evans presented a proclamation to Robert "Bob" and Tina Cunard in recognition of 42 years of business in the City.

Mr. Cunard spoke of the restaurant's history, and he and his family accepted the proclamation with thanks.

3. AMERICAN PUBLIC WORKS ASSOCIATION SOUTHERN CALIFORNIA CHAPTER - COACHELLA VALLEY BRANCH – AWARDED THE PROJECT OF MERIT AWARD 2022-2023 FOR THE TRAFFIC, MOBILITY, AND BEAUTIFICATION CATEGORY TO THE CITY OF LA QUINTA FOR THE JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 2017-09

Mayor Evans congratulated the City on obtaining this prestigious award.

Public Works Director/City Engineer McKinney commended the collaborative efforts and thanked the La Quinta community, staff, and City consultants for their engagement and work on the project.

CONSENT CALENDAR

- 1. APPROVE MINUTES OF SEPTEMBER 19, 2023**
- 2. AUTHORIZE OVERNIGHT TRAVEL FOR MAINTENANCE & OPERATIONS SUPERINTENDENT TO ATTEND CALIFORNIA PARKS AND RECREATION SOCIETY MAINTENANCE MANAGEMENT SCHOOL IN LAKE ARROWHEAD, CALIFORNIA NOVEMBER 6 - 10, 2023**
- 3. EXCUSE ABSENCE OF COMMISSIONER CASTO FROM THE SEPTEMBER 13, 2023, QUARTERLY HOUSING COMMISSION MEETING**
- 4. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE EISENHOWER BASIN SLOPE REPAIR PROJECT NO. 2023-22 LOCATED ON THE WEST SIDE OF EISENHOWER DRIVE BETWEEN AVENIDA FERNANDO AND COACHELLA DRIVE**
- 5. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE CITYWIDE SLURRY SEAL IMPROVEMENTS PROJECT NO. 2023-15**
- 6. APPROVE DEMAND REGISTERS DATED SEPTEMBER 15, AND 22, 2023**
- 7. APPROVE AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT FOR CONTRACT LEGAL SERVICES WITH RUTAN & TUCKER, LLP**

COMMENTS ON CONSENT CALENDAR ITEMS:

ITEM NO. 4 - Councilmember Fitzpatrick said some of the repairs were caused by recent storm damage, and Mayor Evans explained the location and extent of the damage.

ITEM NO. 5 – Councilmember Fitzpatrick asked City Engineer McKinney to explain the details of the slurry seal improvement projects, and Councilmember McGarrey provided additional detail.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve the Consent Calendar as recommended. Motion passed: ayes – 4, noes – 0, absent – 1 (Sanchez), abstain – 0.

BUSINESS SESSION

1. APPROVE FIRST ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2023/24

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

Mayor Evans and Councilmember McGarrey noted they are members of the Rotary Club, which does not constitute a conflict of interest in voting on this item.

The following **PUBLIC SPEAKERS**, listed in the order in which they spoke, provided an overview of the objectives, services, and programs their respective organizations offer to the community:

- Donald Kagan, Volunteer Team Lead with California Care Force

Council expressed a consensus to add a \$500 starter grant for the California Care Force to the First Round of Community Services Grant allocations.

- Dr. Rick Axelrod, Assistant Medical Director with LifeStream Blood Bank of San Bernardino and Riverside Counties
- Bruce Cathcart, Secretary with The Rotary Club of La Quinta Foundation
- Dr. Janet Braslow, Tech Trek Coordinator AAUS PS with American Association of University Women Inc.
- Dom Calvano, President and co-founder of Alzheimer's Coachella Valley
- Jill Beighley, Operation School Bell Chair and Past President with Assistance League Coachella Valley
- Juanita Hernandez, Program Specialist with Autism Society Inland Empire (*attending via Teleconference*)
- Kelly Becker, La Quinta High School Teacher, and La Quinta High School Boys' & Girls' Water Polo Team; and La Quinta High School Students Cameron Jackson-Dungey, accompanied by Bella Garczynski, Ella Kotz, and Audrey Lennon

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve the first round Community Services Grants for fiscal year 2023/24 as detailed below for a total not to exceed amount of \$25,450:

- American Association of University Women Inc. (AAUW CA SPF) \$2,500
- Alzheimer’s Coachella Valley (ACV) \$ 500
- Assistance League Coachella Valley \$2,000
- Autism Society Inland Empire \$2,500
- La Quinta High School Blackhawk Boosters (Aquatics) \$5,000
- La Quinta High School Boys’ & Girls’ Water Polo Team \$5,000
- LifeStream (Blood Bank of San Bernardino & Riverside Counties) \$2,500
- The Rotary Club of La Quinta Foundation \$4,950
- (added) California Care Force \$ 500

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

2. APPROVE VETERAN NOMINATIONS FOR INCLUSION ON VETERANS’ ACKNOWLEDGEMENT MONUMENTS AT CIVIC CENTER CAMPUS

Community Services Management Analyst Calderon introduced Administrative Technician Erika Arvizu who presented the staff report, which is on file in the Clerk’s Office.

Council discussed possible criteria change to reduce the duration of residency which allows for more new residents to be included; and standardizing the plaques for consistency (the Coast Guard plaques states “U.S.” whereas all other service branches spell out “United States”).

MOTION – A motion was made and seconded by Councilmembers Peña/McGarrey to approve the 21 veteran nominations, as listed in the staff report, for inclusion on the City’s Veterans Acknowledgment Monuments at Civic Center Campus. Motion passed: ayes – 4, noes – 0, absent – 1 (Sanchez), abstain – 0.

3. APPROVE AN AMENDMENT TO COOPERATIVE AGREEMENT WITH THE COUNTY OF RIVERSIDE, FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL, AND MEDICAL EMERGENCY SERVICES, TO ADOPT THE MUNICIPAL STAFFING MODEL AND MODIFY STAFFING LEVELS AT FIRE STATION 93

Public Safety Manager Mendez presented the staff report, which is on file in the Clerk’s Office with Riverside County Fire Deputy Division Chief Robert Fish of East Operations, and Riverside County Fire Division Chiefs Biran White and Richard Tovar providing additional information.

Council discussed the reduction in paramedics in the budget; the nationwide shortage of paramedics; CalFire’s program to recruit medics; staffing at Fire Stations No. 93, No. 70, and No. 32; definition of firefighter-medics – paramedics versus EMTs (emergency

medical technician) versus BLSs (basic life support); staffing per engine; standard of quality expected by the Council and residents of La Quinta; concern for unfilled Captain positions; and recruitment efforts and local paramedic programs.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve an Amendment to Cooperative Agreement with the County of Riverside, for fire protection, fire prevention, rescue, fire marshal, and medical emergency services, to adopt the Municipal Staffing Model and modify staffing levels at Fire Station 93 as detailed in Attachment 1 to the staff report. Motion passed: ayes – 4, noes – 0, absent – 1 (Sanchez), abstain – 0.

STUDY SESSION – None

PUBLIC HEARINGS – None

Repeated item >>> **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

PUBLIC SPEAKER: Melissa Labayog, La Quinta – stated that there is a large short-term vacation rental (STVR) population in La Quinta; concerned about a large STVR property near her home; stated there is an ongoing investigation by the Riverside County Sheriff's Department regarding a possible sexual assault at a nearby STVR property; there was an unscheduled party last night at an STVR property; asked that STVR licenses be revoked and to remove all ability for strangers to stay at the following addresses:

- 78435 Cameo Dunes Place
- 46485 Cameo Palms Drive
- 46555 Cameo Palms Drive

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

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Councilmember Peña reported on his attendance at the Riverside County Sheriff's Association Golf Tournament; and a land use bus tour for City Attorneys from various California cities.

Councilmember Fitzpatrick reported on her attendance at the Volunteer Captains Kick-Off meeting for the La Quinta Arts Celebration held on 9/28/2023.

Mayor Evans reported on her attendance at Coffee-with-a-Cop event; and the National Municipal Lawyers Association conference held at the La Quinta Resort last week.

Councilmember McGarrey reported on her attendance at Coffee-with-a-Cop event; and the La Quinta Farmer's Market in Old Town.

REPORTS AND INFORMATIONAL ITEMS

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

- GREATER PALM SPRINGS CONVENTION AND VISITORS' BUREAU

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

- CV MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
- SUNLINE TRANSIT AGENCY

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to adjourn at 5:58 p.m. Motion passed: ayes – 4, noes – 0, absent – 1 (Sanchez), abstain – 0.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR THE CITY CLERK AND DEPUTY CITY CLERK TO ATTEND THE LEAGUE OF CALIFORNIA CITIES CITY CLERKS' NEW LAW AND ELECTIONS SEMINAR IN SAN DIEGO, CALIFORNIA, DECEMBER 13 – 15, 2023

RECOMMENDATION

Authorize overnight travel for the City Clerk and Deputy City Clerk, to attend the League of California Cities City Clerks' *New Law and Elections Seminar* in San Diego, California, December 13 – 15, 2023.

EXECUTIVE SUMMARY

- Annually, the League of California Cities (League) holds the City Clerks' *New Law and Elections Seminar* (Seminar) which provides updates on new election-related legislation and election best practices.
- The Seminar's location rotates between northern and southern California cities; this year it is held in San Diego, CA.
- Staff will gain knowledge in key areas such as updates on elections, Fair Political Practices Commission, Public Records Act, records management, and performance management.

FISCAL IMPACT

Estimated expenses are \$2,800, which includes registration, travel, lodging, and meals for two employees. Funds are available in the City Clerk's Travel and Training budget (Account No. 101-1005-60320).

BACKGROUND/ANALYSIS

The League is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence State and Federal policy decisions that affect cities.

This annual event is a two-and-a-half-day intensive Seminar that provides participants with the tools and resources to stay abreast on new legislation; and will review key topics

such as elections, new law, and Fair Political Practices Commission updates; new Public Records Act requirements; initiatives, referendums, and recalls; best practices for automating records management programs; and strategies for success in performance management. The Seminar also provides an opportunity to network with other industry professionals.

ALTERNATIVES

Council may elect not to approve this request; however, since this will provide information that is vital to successfully administering the 2024 Presidential election, staff does not recommend this alternative.

Prepared by: Laurie McGinley, Deputy City Clerk
Approved by: Monika Radeva, City Clerk

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCE OF COMMISSIONER CALDWELL FROM THE OCTOBER 10, 2023, PLANNING COMMISSION MEETING

RECOMMENDATION

Excuse absence of Commissioner Mary Caldwell from the October 10, 2023, Planning Commission meeting.

EXECUTIVE SUMMARY

- On October 4, 2023, Commissioner Caldwell requested to be excused from the October 10, 2023, Planning Commission meeting due to previously scheduled travel.
- Commissioner Caldwell has one excused absence for fiscal year 2023/24.

FISCAL IMPACT

No meeting attendance compensation is paid to absent members.

BACKGROUND/ANALYSIS

Section 2.06.090 of the La Quinta Municipal Code states: "If any member of a board, commission or committee absents him or herself from two consecutive regular meetings, or absents him or herself from a total of three regular meetings within any fiscal year, his/her office shall become vacant and shall be filled as any other vacancy. A board, commission or committee member may request advance permission from the city council to be absent at one or more regular meetings due to extenuating circumstances, and/or may request the city council to excuse an absence after-the-fact where such extenuating circumstances prevented the member from seeking advance permission to be absent. If such permission or excuse is granted by the city council, the absence shall not be counted toward the above-stated limitations on absences."

ALTERNATIVES

Council may deny this request, which would result in the absence being counted toward the Commissioner's limitation on absences as noted above.

Prepared by: Oscar Mojica, Permit Technician
Approved by: Monika Radeva, City Clerk

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROPRIATE FUNDING AND AWARD CONTRACT TO LEONIDA BUILDERS, INC FOR THE COVE TRAILS PARKING LOT IMPROVEMENTS PROJECT NO. 2022-30

RECOMMENDATION

Appropriate \$29,000; award a contract to Leonida Builders, Inc. for the Cove Trails Parking Lot Improvements Project No. 2022-30 located on Calle Tecate between Avenida Madero and Avenida Juarez; and authorize the City Manager to execute the contract and approve future change orders within the project budget amount.

EXECUTIVE SUMMARY

- This project has two locations with identical scopes of work (Attachment 1):
 - Calle Tecate and Avenida Madero; Calle Tecate and Avenida Bermudas – Work will include removal of four (4) inches of unstable existing native dirt and rock and replace it with four (4) inches of compacted class II aggregate base.
- Leonida Builders, Inc. of Acton, California, submitted the lowest responsible and responsive bid at \$89,850 (Attachment 2).

FISCAL IMPACT

This project is not currently part of the City’s Capital Improvement Program (CIP). Funding for this project in the amount of \$100,000 was allocated from the Greater Palm Springs Convention and Visitors Bureau (GPSCVB) Tourism Grant for construction costs. Staff recommends appropriating an additional \$29,000 from General Fund Unassigned Reserves to supplement the soft costs. The following is the requested project budget:

	Total Budget
Design/Professional:	\$ 10,000
Inspection/Testing/Survey:	\$ 10,000
Construction:	\$ 89,850
Contingency:	\$ 19,150
Total Budget:	\$ 129,000

BACKGROUND/ANALYSIS

In January 2023 the City's grant application was approved for GPSCVB Tourism Grant funding. The grant will provide \$100,000 towards the construction phase of the improvements. The improvements to the parking lots will support the 'Greater Palm Springs' destination pillars, stimulate the existing tourism location, and enhance the visitor experience. Also, the project will help mitigate the dust that is generated by vehicles driving over the native surface and allow for a more structured parking lot to include additional vehicles as well as allow for transit vans that bring hiking groups from the drive markets.

On September 12, 2023, staff solicited construction bids from qualified contractors. The City received six (6) bids on October 5, 2023. Leonida Builders, Inc. of Acton, California, submitted the lowest responsible and responsive bid at \$89,850.

Contingent upon approval to award the project on October 17, 2023, the following is the project schedule:

Council Considers Project Award	October 17, 2023
Execute Contract and Mobilize	October 18 to November 6, 2023
Construction (10 Working Days)	November 2023
Accept Improvements	December 2023

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Julie Mignogna, Management Analyst

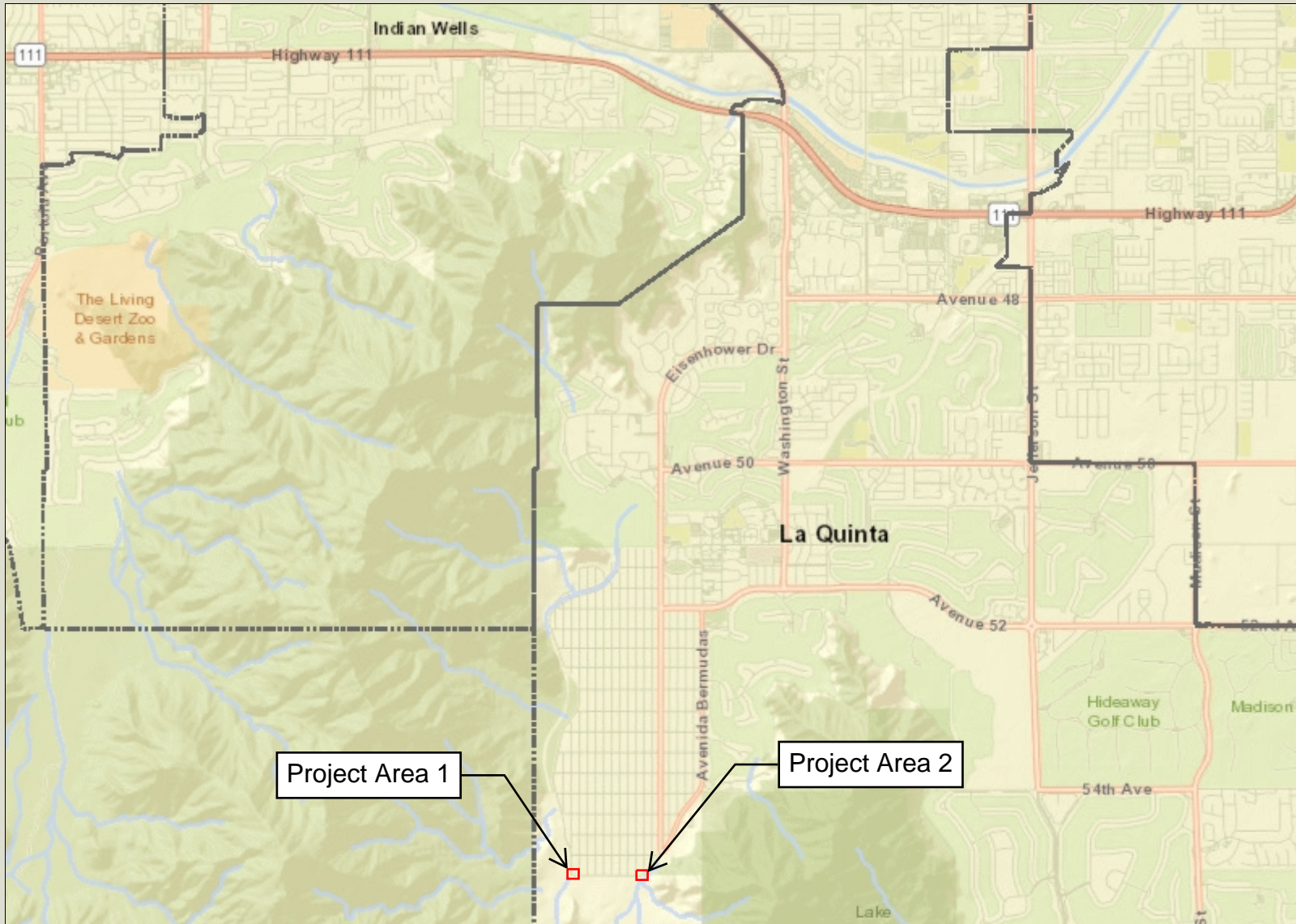
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachments: 1. Vicinity Map
2. Bid Comparison Summary

VICINITY MAP

COVE TRAILS PARKING LOT IMPROVEMENTS

ATTACHMENT 1



Legend

- Blueline Streams
- World Street Map



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



Notes

CLICK HERE to Return to Agenda
COVE TRAILS PARKING LOT IMPROVEMENTS
 City Project No. 2022-30
 Bid Comparison

ATTACHMENT 2

Engineer's Estimate - Base Bid					
Item	Item Description	Unit	Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00
2	Site Control	LS	1	\$ 10,000.00	\$ 10,000.00
3	Dust Control	LS	1	\$ 20,000.00	\$ 20,000.00
4	Clearing and Grubbing/Earthwork	LS	1	\$ 52,050.00	\$ 52,050.00
5	Furnish and Install 4" Class II Aggregate Base	CY	857	\$ 80.00	\$ 68,560.00
Sub-Total Base Bid:					\$ 166,610.00

Leonida Builders, Inc.	
Unit Price	Total Cost
\$ 15,000.00	\$ 15,000.00
\$ 4,000.00	\$ 4,000.00
\$ 6,000.00	\$ 6,000.00
\$ 22,000.00	\$ 22,000.00
\$ 50.00	\$ 42,850.00
	\$ 89,850.00

Tri-Star Contracting II	
Unit Price	Total Cost
\$ 3,612.00	\$ 3,612.00
\$ 7,576.00	\$ 7,576.00
\$ 9,910.00	\$ 9,910.00
\$ 25,582.00	\$ 25,582.00
\$ 66.40	\$ 56,904.80
	\$ 103,584.80

Three Peaks Corporation	
Unit Price	Total Cost
\$ 5,000.00	\$ 5,000.00
\$ 3,000.00	\$ 3,000.00
\$ 15,000.00	\$ 15,000.00
\$ 39,000.00	\$ 39,000.00
\$ 61.00	\$ 52,277.00
	\$ 114,277.00

LCR Earthwork & Engineering Corporation	
Unit Price	Total Cost
\$ 10,000.00	\$ 10,000.00
\$ 3,000.00	\$ 3,000.00
\$ 3,500.00	\$ 3,500.00
\$ 4,500.00	\$ 4,500.00
\$ 115.00	\$ 98,555.00
	\$ 119,555.00

Granite Construction Company	
Unit Price	Total Cost
\$ 6,426.00	\$ 6,426.00
\$ 18,500.00	\$ 18,500.00
\$ 10,000.00	\$ 10,000.00
\$ 51,000.00	\$ 51,000.00
\$ 115.00	\$ 98,555.00
	\$ 184,481.00

Prestige Paving Company	
Unit Price	Total Cost
\$ 21,895.00	\$ 21,895.00
\$ 1,073.00	\$ 1,073.00
\$ 4,472.00	\$ 4,472.00
\$ 89,966.00	\$ 89,966.00
\$ 84.63	\$ 72,527.91
	\$ 189,933.91

Base Bid Only \$ 166,610.00

\$ 89,850.00

\$ 103,584.80

\$ 114,277.00

\$ 119,555.00

\$ 184,481.00

\$ 189,933.91

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROVE EXTENDING THE LEASE AGREEMENT WITH PACIFIC MOBILE STRUCTURES THROUGH 2025 FOR THE PUBLIC WORKS MAINTENANCE TRAILER

RECOMMENDATION

Approve extending the Lease Agreement with Pacific Mobile Structures for two additional years, through October 31, 2025, for the Public Works maintenance trailer; and authorize the City Manager to execute the Lease.

EXECUTIVE SUMMARY

- In 2019, Council approved a two-year Lease Agreement (Lease) with Pacific Mobile Structures (Pacific) for the Public Works maintenance trailer, which was extended in 2021, and is set to expire on October 27, 2023.
- Proposed Lease RO012213, included as Attachment 1, would extend the Lease for two additional years, through October 31, 2025.

FISCAL IMPACT

Funds are budgeted in fiscal year 2023/24 Facility and Fleet Fund account no. 501-0000-71032 in the amount of \$36,850. If needed, the Lease may be extended at the end of the two-years at the same monthly rate. There is an additional cost to remove the trailer at the end of the Lease, which is based on the rate in effect at the end of the Lease, and it is anticipated to be up to \$20,000. Lease payments after October 2025 and the removal, if needed, will be budgeted in future fiscal years.

BACKGROUND/ANALYSIS

On August 6, 2019, Council approved a two-year Lease with Pacific for the Public Works maintenance trailer, which expired in October 2021. On September 21, 2021, Council approved a two-year Lease extension, which is set to expire on October 27, 2023, however, the Lease allows for an additional two-year extension.

The Lease is operational, meaning should the City decide to purchase the trailer at the end of the Lease, the purchase price would be \$201,000, and the previous Lease payments would not be credited towards the purchase price. Staff does not recommend this option,

as there has not been a long-term use identified for this trailer and it would be subject to additional costly relocation and utility hook-up connections at any potential site.

ALTERNATIVES

Council may direct staff to purchase the trailer from Pacific at a cost of \$201,000; or Council could deny this request, and direct staff to seek other alternatives.

Prepared by: Alfred Berumen, Management Analyst

Approved by: Tony Ulloa, Facilities Deputy Director

Attachment: Lease Agreement with Pacific dated September 27, 2023

Lease Agreement #RO012213

Date: 9/27/2023

Company:
 City of La Quinta
 78495 Calle Tampico
 La Quinta, CA 92253-2839

Site Location:
 City of La Quinta
 78106 Francis Hack Ln
 La Quinta, CA 92253-5220

Michael Thompson
Cell: 951.816.0977
Office: 951.784.8990

Contact:

Site Contact:

Term: 24 Months **Start:** 11/01/2023 **End:** 10/31/2025 **Delivery:** 10/28/2019 **PO/Job#:**

Rental Costs Per Month	Eff. Date	Qty	Rate	Extended	Tax
36x60 Office w/RR Rental – Unit# 3689	10/28/2019	1	\$2,526.00	\$2,526.00	\$221.03
Rental - OSHA Step	10/28/2019	1	\$10.00	\$10.00	\$0.88
Rental - Sublease Ramps	12/6/2022	1	\$304.00	\$304.00	\$0.00
Subtotals				\$2,840.00	\$221.91
Total Due Each Month					\$3,061.91

Estimated Removal Costs*	Eff. Date	Qty	Rate	Extended	Tax
Break, Remove - Skirting		1	R.I.E.	\$0.00	R.I.E.
Break, Remove - Standard		1	R.I.E.	\$0.00	R.I.E.
Break, Remove - Tiedown		12	R.I.E.	\$0.00	R.I.E.
Return - Freight		1	R.I.E.	\$0.00	R.I.E.
Subtotals				\$0.00	R.I.E.
Total Due at End of Lease					R.I.E.

*Calculated at return using current market rates for lease terms greater than 12 mo.

Lease Agreement #RO012213

By signing below, the Lease Agreement becomes a binding contract between Pacific Mobile Structures (Lessor) and City of La Quinta (Lessee) in accordance with the terms and conditions set forth on the proceeding pages. Payment is due upon receipt of the first invoice. Lessee is to provide site improvements, utility connections, and handicap accessibility to the building. Building permits/fees and prevailing wages are not included. Site needs to be dry, compacted with minimum 1,500 PSF, level to +/- 6" difference in grade, and accessible by normal truck delivery. All costs to roll, crane or forklift building are not included. Ramping quoted assumes a grade difference of 30" to 36" from door threshold to ramp entrance. Standard setup does not include removal of axles, tires, and tow bars (available upon request). Extra trip charges may occur if Lessee stops work in progress. Removal costs are based on original term end date; after this date, costs will be based on prevailing rates at the date of termination. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Before the return of the building, two weeks' notice is required.

Company Name: City of La Quinta

Printed Name	Title of Authorized Corporate Signer
Signature	Date

Invoicing Options

Please use the following email addresses for electronic delivery:

A/P email address on file: ap@laquintaca.gov

New A/P email address: _____

City of La Quinta is opting out of electronic delivery.

Invoices will be mailed to:

78495 Calle Tampico
La Quinta, CA 92253-2839

New billing address:

Lease Agreement - Terms and Conditions



1. Lease

The transaction is a lease and not a sale. LESSEE does not acquire through this Lease or by payment of rental amounts, any right, title or interest in leased equipment, or any right to purchase such leased equipment. LESSEE acknowledges that the leased equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.

2. Rental Period

The rental period shall commence upon the date of delivery of the equipment by LESSOR to the LESSEE and continue until the termination date set forth in each Rental Order, or as earlier terminated as provided herein.

3. Determination of Rental Charges; Leased Equipment

LESSEE shall pay rent, on a monthly basis, in the amounts set forth in the Rental Order issued by LESSOR reflecting the negotiated rental rate and describing the leased equipment.

4. Payment

Payments are due on the first of each month in the amount described in each Rental Order and shall be deemed late if not paid by the 20th of each month, at which time a finance charge of 1% per month will be assessed until paid. Invoices issued by LESSOR are solely for LESSEE's convenience and payment is due regardless of timely delivery of any invoice.

5. Access, Site Conditions, Utility Service

LESSEE shall provide free and clear access for delivery and return of leased equipment by standard mobile transport vehicles. LESSEE shall provide site that is dry, compacted with minimum 1,500 PSF, and level ground on no more than six-inch slope from one end to the other for safe installation and removal of the leased equipment. Site selection is the sole responsibility of LESSEE and LESSOR shall have no liability for determining the adequacy of any site. Furthermore, LESSOR solely reserves the right, for any reason, to refuse to release delivery and/or provide removal at any site it deems inadequate for use, installation and/or removal. LESSEE shall be responsible for obtaining any permits required to install, remove and operate the equipment. LESSEE shall provide at LESSEE's expense site improvements, adequate electrical power, water and other utility services with proper connection to leased equipment and handicap accessibility to the building. LESSEE shall provide at LESSEE's expense the disconnection of electrical power, water and other utility services prior to LESSOR's pick up of the leased equipment.

6. Other Fees, Expenses and Taxes

In addition to the rental payments provided for herein, LESSEE shall pay all expenses, fees, charges, and fuel surcharges incurred in connection with the leased equipment during its delivery, use and return. Additional charges include, but are not limited to, the following instances: (1) where travel permits and/or pilots are required for delivery/return; (2) where the delivery site is not a level, compacted and accessible site; (3) where tie downs are required. The number of seismic tie-downs is estimated with assumptions to site surface and seismic zone. If engineering is requested, then the quantities will be adjusted to the engineered plans. If the tie down option is not taken, LESSEE assumes liability; (4) where alternate steps are needed (temporary steps furnished but steps may not meet all local codes); (5) where state/federal prevailing wages are required (unless quoted otherwise); (6) where axles, tires and tow bars need to be removed; (7) where extra trip charges are needed if LESSEE stops work in progress; (8) where grade for ramping is different than 30" to 36" from door threshold to ramp entrance; (9) where LESSEE delays the delivery of the equipment greater than 60 days from proposed delivery date; (10) where lease is cancelled prior to delivery of equipment and LESSOR has made modifications to the building or performed scope of work items. LESSEE also agrees to pay any fines, servicing costs, sales taxes, use taxes, personal or real property taxes and other use taxes, and all assessments and other governmental charges whatsoever payable on LESSEE's use, possession, rental, shipment, transportation, delivery or operation thereof. If a lease is terminated early, the remaining contractual balance shall be immediately due and payable, unless waived by LESSOR in its sole discretion.

7. Delivery and Return of Leased Equipment

LESSOR shall not be liable to LESSEE for any failure or delay in delivering the leased equipment. By taking delivery thereof, LESSEE acknowledges that the leased equipment is in good working condition, free of any physical defect or damage, and is fit for the purpose for which it is leased. Further, the leased equipment shall remain at the delivery site until the termination of the lease, at which time LESSOR shall pick up the leased equipment. The leased equipment shall not be moved without LESSOR's prior written consent. Two weeks' notice is required prior to equipment return date. Rent is required to be paid until the leased equipment is picked up. Delivery and return costs will be quoted at time of rental. However, return costs are to be at the prevailing rate at termination of lease, thus they are subject to change depending on special circumstances such as fuel costs and delivery routes.

8. Eligible Use, Assignment, and Subletting

LESSEE shall use or permit the use of the leased equipment only for lawful purposes and operate in compliance with all laws. LESSEE shall use the interior of the equipment only for typical office, storage or restroom purposes and shall not in any scenario use the interior of the equipment for agriculture purposes. If the leased equipment is used by LESSEE or by any party in association with unlawful or ineligible purposes prior to it being returned to LESSOR, this shall result in an immediate DEFAULT of the lease. LESSEE agrees to reimburse LESSOR upon demand for any and all damages and incidental costs LESSOR incurs, including, but not limited to, time and cost expenses associated with participating in governmental administrative or law enforcement processes, attorney fees, and remedial costs. LESSEE shall not assign, transfer, sublet, or in any way assign its rights hereunder, and shall not pledge, permit to be liened, mortgaged, or otherwise encumber its rights or interests hereunder. All third-party claims of possession, interest or ownership by or through LESSEE as stated herein, shall be deemed invalid. LESSOR may assign its rights hereunder without notice to, or consent from, LESSEE.

9. Non-Liability of LESSOR and Indemnification

Unless caused solely by LESSOR's gross negligence or willful misconduct, LESSOR shall not be liable to LESSEE for any third party claims, actions, suits or proceedings of any kind and nature whatsoever, including any damages, liabilities, penalties, costs, expenses and reasonable consultant and legal fees based on, arising out of, connected with or resulting from the leased equipment or by the use, maintenance, operation, handling or storage thereof, for the loss of LESSEE's business or damages whatsoever or howsoever caused or for LESSEE's obligations under this Lease (hereinafter "Claim(s)"), including, without limitation, Claims relating to ownership, use, possession or disposal of the leased equipment, Claims arising in contract or tort (including negligence, strict liability or otherwise), Claims arising out of latent defects of the leased equipment (regardless of whether the same are discoverable by LESSOR or LESSEE), Claims arising out of or relating to the violation of applicable law, including environmental law, or the existence or release of hazardous materials at the site where the leased equipment is located, or Claims arising out of any trademark, patent or copyright infringement, but excluding (a) any Claims that accrue in respect of circumstances that occur after LESSOR has taken possession of the leased equipment after termination of this Lease, provided that such Claims do not relate to LESSEE's use, possession or operation of the leased equipment, or (b) any Claims that result from the gross negligence or willful misconduct of LESSOR. If any Claim is made against LESSEE or LESSOR, the party receiving notice of such Claim shall promptly notify the other, as set forth in Section 11, but the failure of such person receiving notice to notify the other shall not relieve LESSEE of any obligation hereunder. LESSEE shall indemnify, defend and hold harmless LESSOR, its employees and agents from any and all losses, damages, claims, demands, or liability of any kind whatsoever, including legal expenses and attorney's fees arising from the use, condition or operation of the leased equipment.

10. Insurance Requirements

LESSEE, at its sole cost and expense, will obtain and keep in force, from the delivery date until the removal of the equipment, the following policies:

(a) Blanket Commercial General Liability Insurance providing coverage on ISO form CG 00 01 or a substitute providing equivalent coverage, and subject to policy limitations or exclusions reasonably acceptable to LESSOR, in the amount of not less than \$1,000,000 per occurrence, naming LESSOR as additional insured and endorsed to state that it shall be primary and non-contributory insurance as respects to LESSOR's insurance. All insurance held by LESSOR shall be excess, secondary and non-contributory as respects to LESSEE's insurance.

i. If LESSOR does not receive the general liability certificate prior to delivery, then the LESSEE will pay a monthly non-insurance penalty fee for each month that the LESSEE fails to provide the required certificate of insurance. Such fees shall be calculated by LESSOR at its then prevailing rate(s) and will not be refunded in arrears. LESSOR is not an insurance company and the fee is not an insurance policy.

(b) Commercial Property Insurance, providing coverage under ISO CP 10 30, Causes of Loss-Special Form or the equivalent, and subject to policy limitations or exclusions reasonably acceptable to LESSOR, for an amount no less than 100% of the replacement cost of the leased equipment as established by LESSOR, with LESSOR added as loss payee.

Lease Agreement - Terms and Conditions



i. If LESSOR does not receive the property insurance certificate as required prior to delivery or if the LESSEE selects the Property Damage Waiver, then the LESSEE will automatically be enrolled in the Property Damage Waiver Program (Program). LESSOR is not an insurance company and the Program is not an insurance policy. The Program only covers damage caused by fire, theft, vandalism and malicious mischief. The LESSEE is responsible for the first \$2,000 in damages, per unit/per loss occurrence. The Program only covers the unit itself, and LESSEE is responsible for insuring the contents. The Program does not cover property damage caused by any of the following: (a) acts of God (earthquake, seismic activity, high winds, hurricane, tornado, flood), (b) acts of terrorism, (c) building contents, (d) damages caused by LESSEE or its employees, (e) collision damage from vehicles and other equipment, (f) collision damage while being transported or moved, or (g) abuse or neglect by LESSEE. The responsibility for property damage due to these perils is on the LESSEE. Either party can cancel the Program with ten (10) days prior written notice. If the Program is canceled, the LESSEE must provide Property insurance as required under section 10(b). All Program fees must be paid in order for this option to be valid. If the LESSEE fails to pay their rent or the Program fees, the Program will be terminated automatically. Fees will not be refunded in arrears. Claims must be reported to LESSOR by fax or email within 48 hours of their occurrence.

LESSEE shall be liable for all deductible portions of all required insurance. LESSEE will deliver certificates evidencing all such insurance to LESSOR prior to delivery of the equipment, provided, however, that LESSOR shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise LESSEE in the event such insurance coverage shall not comply with the requirements hereof. Each insurer shall agree by endorsement to the policy or policies issued by it or by an independent instrument furnished to LESSOR, that it will give LESSOR at least ten (10) days' prior written notice of cancellation of the policy for nonpayment of premiums and at least thirty (30) days' prior written notice for alteration or cancellation due to any other reason or for non-renewal of the policy. If the insurers are unable to or unwilling to provide such notice, LESSEE shall provide such notice. All required insurance shall be maintained with insurance companies rated A- X or better by AM Best (or an equivalent rating by another nationally recognized insurance rating agency of similar standing) or with other insurance companies satisfactory to LESSOR.

11. Accidents or Claims

LESSEE shall within 24 hours after any property damage or casualty event involving the leased equipment notify LESSOR by telephone, and within 48 hours notify LESSOR in writing. Said report shall state the time, place, and nature of the event, the damage sustained, the names and addresses of persons involved, persons injured and witnesses, and any other information relating to said event and it shall promptly forward to LESSOR all correspondence, notices or documents received in connection with any claim or demand relating to the leased equipment or its operation, and shall aid in the investigation and defense of all such claims and demands. Nothing herein shall be deemed to modify the provisions of the paragraph herein in which LESSEE holds LESSOR harmless and indemnifies LESSOR against all these matters, and LESSOR shall have no responsibility to take any action whatsoever in the event of such casualty.

12. Maintenance and Damage

LESSEE shall at LESSEE's own expense, and at all times, keep the equipment in good and efficient working order, condition and repair and shall maintain thereon such identification of ownership as LESSOR may require. LESSOR will maintain and make any repairs required from normal use to the roof, doors, windows, light fixtures, heating, ventilating and air conditioning systems (HVAC), except that LESSEE shall replace HVAC filters, light bulbs and ballasts as required and pay for any damage caused by the LESSEE. LESSEE shall bear the risk of damage, theft or destruction of the leased equipment from every cause, except as outlined in paragraph 10(b) (i), if selected and shall make all replacements, repairs or substitution of parts of equipment thereon at its expense, all of which shall constitute LESSEE's obligatory maintenance of the leased equipment. If LESSEE does not adequately maintain the equipment or adequately repair any damage for which LESSEE is responsible, LESSOR shall have the option to perform the maintenance or repair at LESSEE's expense. LESSEE shall at its expense provide adequate janitorial service to keep the leased equipment in good condition, fair wear and tear excepted. On termination of this lease, the leased equipment shall be returned to LESSOR in the same condition as when delivered, fair wear and tear excepted. In the event that the leased equipment is completely destroyed beyond repair, LESSEE shall continue to pay rent to LESSOR, until the LESSOR is made whole through receipt of full payment for the replacement cost of the leased equipment.

13. Inspection by LESSOR

LESSOR may inspect the leased equipment at any reasonable time and may provide a notice of non-responsibility or preservation of LESSOR's interest.

14. Default

An event of default will have occurred if LESSEE: (a) does not pay rent when due, or otherwise fails to perform as required under this Lease or under any other agreement with LESSOR, (b) becomes insolvent, assigns its assets for the benefit of creditors, or enters (voluntary or involuntarily) into a bankruptcy or receivership proceeding, (c) shall suffer an adverse material change in its financial or business condition from the date hereof and as a result LESSOR deems itself insecure or (d) uses the equipment in an ineligible way, such as use of the interior of the equipment for agriculture purposes, which is prohibited.

15. Remedies

Upon the occurrence of an event of default, LESSOR may, in its sole discretion, (a) do one or more of the following with respect to all or part of the leased equipment, concurrently or separately: (i) demand the return of the leased equipment, (ii) enter upon LESSEE's premises and without any court order or other process of law, repossess and remove all or part of the leased equipment, or render the leased equipment unusable without removal, either with or without notice to LESSEE and with or without terminating this Lease, and LESSEE hereby waives any trespass or other right of action for damages by reason of such entry, removal, or disabling of the leased equipment, (iii) proceed by appropriate court action or actions either at law or in equity to enforce performance by LESSEE of the applicable covenants of the Lease, (b) demand and recover judgment for the remaining balance of all rent due through the remaining term of the lease, and recover all other amounts due hereunder and any other damages caused by such default, and (c) exercise any other remedies available under the Uniform Commercial Code or any other law. All of LESSOR's rights and remedies hereunder and at law and in equity shall be cumulative; any waiver of such rights or remedies must be in writing, and a waiver of LESSOR's rights or remedies on one occasion shall not constitute a waiver of any other existing or future right or remedy. Should LESSOR be required to take possession of the leased equipment, LESSEE agrees to pay the cost of repossession, storing, shipping, and repairing the leased equipment.

16. LESSEE's Possession on Termination

If LESSEE retains possession of the leased equipment beyond the Rental Order term expiration date without proper written renewal notice, LESSOR shall have the option of (a) deeming this Lease renewed as a month to month tenancy per LESSOR's standard rental rates at such time, as determined by LESSOR in its sole discretion, or (b) repossessing its leased equipment and other property at any time without notice.

17. Attorney's Fees, Collection Fees, Interest

If LESSEE defaults on this Lease, LESSOR shall be entitled to recover from LESSEE all items of damages, costs and expenses, including court costs, reasonable attorney's fees and repossession fees, incurred by LESSOR to enforce its rights and remedies hereunder, whether suit is filed or not, and including all attorneys' fees and costs incurred in any bankruptcy proceeding. LESSOR shall also be entitled to interest on delinquent invoices at the rate of 1.0% per month or the maximum rate permitted by law until such invoice is paid in full.

18. Miscellaneous; Consent to Jurisdiction; Jury Waiver

This Lease shall be construed and interpreted under the laws of the state in which the equipment is located. All signed copies shall constitute duplicate originals. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY. LESSEE consents to the jurisdiction of state and federal courts located in the state of Washington for the determination of all disputes arising under this Lease.

19. Entire Agreement

This Lease, and any Rental Order issued in connection herewith, contains the entire agreement between the LESSOR and LESSEE and may not be altered, modified, terminated or otherwise changed unless agreed to in writing by LESSOR. This Lease contains the entire understanding of the parties and supersedes any other document from the LESSEE or any other agreement, including verbal, among the parties.

20. Notices

All notices required under the terms and provisions of this Lease shall be in writing and shall become effective three (3) days following mailing if mailed by US certified mail, or upon receipt if given in any other manner, addressed to Pacific Mobile Structures at PO Box 1404, Chehalis WA 98532, and to LESSEE set forth on the face page hereof, or at such other address as either party may designate in writing. The payment remittance address is to Pacific Mobile Structures at PO Box 24747, Seattle WA 98124.



Insurance Requirements

Date: 9/27/2023

Company:
 City of La Quinta
 78495 Calle Tampico
 La Quinta, CA 92253-2839

Site Location:
 City of La Quinta
 78106 Francis Hack Ln
 La Quinta, CA 92253-5220

Michael Thompson
Cell: 951.816.0977
Office: 951.784.8990

Contact:

Site Contact:

Thank you for your business!

In accordance with our Lease/Rental Terms and Conditions, under section 9, the RENTER, at its sole cost and expense, will obtain and keep in force, from the delivery date until the removal of the equipment, the following policies:

- **Blanket Commercial General Liability Insurance**, providing coverage on ISO form CG 00 01, or a substitute providing equivalent coverage, and subject to policy limitations or exclusions reasonably acceptable to Pacific Mobile Structures, Inc. (PMSI), in the amount of not less than \$1,000,000 per occurrence, naming PMSI as additional insured and endorsed to state that it shall be primary non-contributory insurance as respects to PMSI's insurance.
- **Commercial Property Insurance**, providing coverage under ISO CP 10 30, Causes of Loss-Special Form or the equivalent, and subject to policy limitations or exclusions reasonably acceptable to PMSI, for an amount no less than 100% of the replacement cost of the leased equipment, with PMSI added as loss payee.

Please send this form to your insurance carrier prior to the scheduled delivery date of your building and have the insurance certificate sent directly to Pacific Mobile Structures via email or fax. Please see the attached example of an acceptable insurance certificate.

Unit #	Value	Manufacturer	Year	Mfg. Serial #
3689	\$223,560.00	Phoenix Modular	2019	3689

Renter will give PMSI at least ten (10) days' prior written notice of cancellation of the policy for nonpayment of premiums and at least thirty (30) days' prior written notice for alteration or cancellation due to any other reason or for non-renewal of the policy. If the insurers are unable to or unwilling to provide such notice, Renter shall provide such notice. All required insurance shall be maintained with insurance companies rated A- X or better by AM Best (or an equivalent rating by another nationally recognized insurance rating agency of similar standing) or with other insurance companies satisfactory to PMSI.

Please Note:

If PMSI does not receive the General Liability Insurance Certificate prior to delivery, then the Renter will pay a monthly non-insurance penalty fee for each month that the Renter fails to provide the required certificate of insurance. The fee is calculated as follows: Dollar Value of Rental Unit divided by 100, multiplied by \$0.30.

If PMSI does not receive the Property Insurance Certificate as required prior to delivery, then the Renter will automatically be enrolled in the Property Damage Waiver Program, at the Renter's expense, at a monthly cost of 9% of the current monthly rental fee.

We are here to help! Please contact Franci Wolf for any insurance related questions or concerns

Phone: 360.345.1576

Fax: 360.748.0578

Email: insurance@pacificmobile.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box City, State, and Zip Code Contact and Phone Number	CONTACT NAME:		PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE				NAIC #
INSURED Customer Name Customer Street Address or P.O. Box City, State, and Zip Code	INSURER A : Name of Insurance				Enter NAIC #
	INSURER B : Name of Insurance Company (if applicable)				Enter NAIC #
	INSURER C : Name of Insurance Company (if applicable)				Enter NAIC #
	INSURER D :				
	INSURER E :				
	INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY EFF	POLICY EXP	LIMITS		
LTR		INSD	WVD	(MM/DD/YYYY)	(MM/DD/YYYY)			
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Enter Policy Number	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ N/A
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Enter Policy Number	Enter Effective Date	Enter Expiration Date	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
Insurance Coverage Limits								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pacific Mobile Structures, Inc. is named as additional insured for general liability and loss payee under property insurance maintained by RENTER on any and all, current and future, leased mobile units and equipment.

CERTIFICATE HOLDER **CANCELLATION**

Pacific Mobile Structures, Inc.
Attn: Franci Wolf
P.O. Box 1404
Chehalis, WA 98532
Phone: 360.345.1576 Fax: 360.748.0578
insurance@pacificmobile.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

MOBILE OFFICE MUST-HAVES

It's quick & easy to add any item to your order!



Step & Ramp Systems



Item #1011

OSHA STEP **\$40.00**
/month

OSHA Compliant Aluminum Step 40"x 60" platform with adjustable threshold from 26" to 40"



Item #1402

CLIP-ON CANOPY **\$25.00**
/month

OSHA Clip-On Canopy



Item #1020

ADA RAMP SYSTEM **CALL**
for pricing

Aluminum adjustable ramp system with high-grip surface fully customizable to match your specific needs.

Security



Item #1501

SECURITY DOOR BAR **\$10.00**
/month


Security door bars on all exterior doors



Item #1503

SECURITY WINDOW BARS **\$25.00**
/month

Security window bars on all exterior windows



Item #1428

CONTAINER LOCK **\$40.00**
one-time fee

94 mm Heavy-duty steel padlock

Accessories



Item #1424

3' WHITEBOARD **\$10.00**
/month

Dry-Erase whiteboard with aluminum frame 36" H x 24" W



Item #1432

4' WHITEBOARD **\$15.00**
/month

Dry-Erase whiteboard with aluminum frame 48" H x 36" W




Item #1431

BOOT SCRAPER **\$5.00**
/month

Bolt down boot scraper with heavy-duty bristles 1.53" L x 6.02" W

Chairs



Item #1405

EXECUTIVE ROLLING CHAIR **\$15.00**
/month

Fully adjustable ergonomic mid-back rolling executive chair — Height range 43-15/16" - 47"



Item #1406

METAL FOLDING CHAIR **\$4.00**
/month

Black metal solid folding chair with two cross braces for stability and a tube-in-tube reinforced frame 18.3" L x 17.95" W x 30" H



Item #1407

PADDED METAL FOLDING CHAIR **\$5.00**
/month

Professional grade vinyl upholstered steel folding chair with triple-welded cross brace for stability

Desks & Tables



Item #1409

DESK WITH MOBILE PEDESTAL **\$40.00** / month

30"x60" desk with matching 2-drawer laminate mobile pedestal



Item #1410

DESK & CHAIR COMBO **\$50.00** / month

30"x60" desk with matching 2-drawer laminate mobile pedestal combined with executive chair and floor mat



Item #1415
Item #1416

FOLDING TABLE **\$12 or \$16** / month

Rectangle resin gray folding table. Available in 6' or 8' L x 30" W



Item #1421

PLAN TABLE **\$18.00** / month

Wall-mounted 36" D plan table

Storage & Organization



Item #1411

2-DRAWER FILE CABINET **\$18.00** / month

Vertical 2-Drawer heavy-duty letter-sized metal file cabinet
28.38" H x 15" W x 22" D



Item #1412

4-DRAWER FILE CABINET **\$28.00** / month

Vertical 4-Drawer heavy-duty file cabinet
52" H x 15" W x 22" D



Item #1403

BOOKCASE **\$15.00** / month

Adjustable laminate bookcase
48" H x 36" W x 12" D



Item #1423

STEEL STORAGE CABINET **\$40.00** / month

Heavy-duty large steel free-standing cabinet
72" H x 36" W x 18" D

Building Enhancements



Item #1418

MINI BLINDS **\$15.00** / month

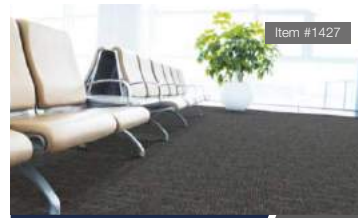
1" Horizontal slat light filtering vinyl blinds on all windows.



Item #1419

MODULAR WALLS **\$2.75 LF** / month

Price is per linear foot. Our design team will work with you to develop the perfect solution!



Item #1427

CARPET TILES **\$3.80 FT** one-time fee

Add carpet tiles to any mobile office. Cost is per square foot. Call us today to learn more!



Item #1408

COFFEE BAR **CALL** for pricing

Price and size will vary based on the design. Call us today to customize your coffee bar!

Appliances



Item #1417

MICROWAVE **\$15.00** / month

Standard countertop microwave



Item #1422

REFRIGERATOR **\$70.00** / month

18.2-cu ft refrigerator with top-freezer
65.375" H x 30" W x 33.5" D

All items are subject to available inventory. Prices shown are suggested and may vary based on the quantity, color/types, condition, and location. Pricing is based upon 3+ month rentals. Additional fees may apply to rentals less than 3 months.



STORAGE CONTAINER *Specials!*

AMAZING PRICES AND CAN BE DELIVERED WITHIN THREE DAYS!



\$95 PER MONTH
LOCAL DELIVERY \$195



\$125 PER MONTH
LOCAL DELIVERY \$295

WE CONSISTENTLY OFFER A VARIETY OF SIZES, INCLUDING 8'X7', 8'X10', 8'X20', AND 8'X40' STORAGE UNITS. THESE UNITS ARE ACCESSIBLE AT MOST OF OUR LOCATIONS AND COME WITH BOTH SINGLE AND DOUBLE-DOOR OPTIONS. ADDITIONALLY, WE PROVIDE SPECIALIZED MATERIAL PIPE RACKS AND SECURE LOCKS FOR ADDED CONVENIENCE AND SECURITY.

THIS OFFER IS VALID THROUGH 6/30/2024

**FOR AN IMMEDIATE QUOTE, PLEASE REACH OUT TO HALEY SMITHERS AT
HALEY.SMITHERS@PACIFICMOBILE.COM OR 480.744.2862**

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City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO AUTHORIZE EXAMINATION OF (1) SALES AND USE TAX RECORDS, AND (2) TRANSACTION AND USE TAX RECORDS

RECOMMENDATION

Adopt a resolution to authorize the examination of (1) Sales and Use Tax Records and (2) Transaction and Use Tax records by specified City employee positions.

EXECUTIVE SUMMARY

- Hinderliter de Llamas and Associates (HdL) and State of California require a Council resolution listing employee positions eligible to review City sales tax information.
- Resolution amendments include position (title) changes and taxing agency name.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

A resolution listing the City employee positions authorized to examine the City's (1) sales and use tax and (2) transactions and use tax records (Records) is required under state Revenue and Taxation Code § 7056(b), and also by HdL, sales tax consultant for the City. The proposed resolution updates the name of the state agency responsible for the collection and administration of sales taxes from the State Board of Equalization (Board) to the California Department of Tax and Fee Administration (Department), pursuant to the California Taxpayer Transparency and Fairness Act of 2017, which shifted certain services previously handled by the Board to the Department. This resolution also updates the following position titles:

- Assistant to the City Manager is now Director – Business Unit and Housing
- Financial Services Analyst is now Principal Management Analyst

Sales tax information may also be viewed by the City Manager and Finance Director/City Treasurer.

The resolution applies to both the Bradley Burns sales and use tax and the City's Measure G transaction and use tax. The information is limited to employees referenced in the resolution.

ALTERNATIVES

No alternatives are recommended as sales tax measures were approved by the voters and only the California Department of Tax and Fee Administration may administer sales taxes.

Prepared by: Rosemary Hallick, Principal Management Analyst
Approved by: Claudia Martinez, Finance Director/City Treasurer

RESOLUTION NO. 2023 – XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AUTHORIZING EXAMINATION OF (1) SALES AND USE TAX RECORDS, AND (2) TRANSACTION AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 3 adopted on May 1, 1982, an ordinance imposing a sales and use tax to be administered by the State Board of Equalization (hereinafter referred to interchangeably as the “Board” or the “Department”), and providing penalties for violation, as amended by Ordinance No. 44, adopted on December 20, 1983, and codified in the La Quinta Municipal Code as Chapter 3.26 Sales and Use Tax, the City of La Quinta (“City”) entered into a contract with the Board to perform all functions incident to the City’s administration and collection of local sales and use taxes; and

WHEREAS, pursuant to Ordinance No. 540, adopted on May 17, 2016, an ordinance imposing a transaction and use tax to be administered by the Board and Section 7270 of the Revenue and Taxation Code, and codified in the La Quinta Municipal Code as Chapter 3.27 Transaction and Use Tax, the City entered into a contract with the Board to perform all functions incident to the City’s administration and collection of the local transactions and use taxes; and

WHEREAS, the California Taxpayer Transparency and Fairness Act of 2017, effective July 1, 2017, transferred certain services, among them (1) sales and use tax and (2) transactions use tax collections and administration, from the State Board of Equalization to the newly created California Department of Tax and Fee Administration; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential records pertaining to: (1) sales and use taxes and (2) transactions and use taxes collected by the Department on behalf of the City, hereinafter collectively referred to as the “Records” pursuant to those contracts; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board Records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the Records of the Board; and

WHEREAS, this resolution supersedes all prior resolutions regarding this matter (Resolution Nos. 2002-070, 2016-049, and 2019-007).

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

Resolution No. 2023 – xxx

Authorization to Examine (1) Sales and Use Taxes and (2) Transaction and Use Taxes Collected by the Board for the City

Adopted: (date)

Page 2 of 3

SECTION 1. That the (1) City Manager, (2) Finance Director / City Treasurer, (3) Principal Management Analyst, and (4) Director of Business Unit and Housing Development, or other officer or employee of the City designated in writing by the City Manager to the Department is hereby appointed to represent the City with authority to examine tax Records of the Department pertaining to (1) sales and use taxes and (2) transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Board. The information obtained by examination of Department Records shall be used only for purposes related to the following governmental functions of the City:

- a) City Administration
- b) Revenue Management and Budgeting
- c) Community and Economic Development
- d) Business License Tax Administration

SECTION 2. That Hinderliter, de Llamas & Associates is hereby designated to examine the Records of the Department pertaining to (1) sales and use taxes and (2) transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- a) Has an existing contract with the City to examine those Records;
- b) Is required by the contract to disclose information contained in, or derived from those Records only to the officer or employee authorized under Section 1 of this resolution to examine the information;
- c) Is prohibited by that contract from performing consulting services for a retailer during the term of the contract;
- d) Is prohibited by that contract from retaining the information contained in, or derived from those Records after that contract has expired.

SECTION 3. That this resolution shall go into effect upon adoption and shall supersede all prior resolutions regarding this matter (Resolution Nos. 2002-070, 2016-049, and 2019-007), adopted by the City pursuant to subdivision (b) of Revenue and Taxation Section 7056; and

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

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

AYES:

NOES:

Resolution No. 2023 – xxx

Authorization to Examine (1) Sales and Use Taxes and (2) Transaction and Use Taxes Collected by the Board for the City

Adopted: (date)

Page 3 of 3

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

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City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED SEPTEMBER 29, AND OCTOBER 6, 2023

RECOMMENDATION

Approve demand registers dated September 29, and October 6, 2023.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	1,961,772.74
Successor Agency of RDA	\$	-
Housing Authority	\$	19,503.99
	\$	<u>1,981,276.73</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for September 29, and October 6, 2023.

Warrants Issued:

212014-212054	\$	445,400.81
212055-212108	\$	965,363.67
Wire Transfers	\$	271,406.53
Payroll Tax Transfers	\$	51,242.85
Payroll Direct Deposit	\$	240,341.25
Payroll Checks 37677-37676	\$	7,521.62
	\$	<u>1,981,276.73</u>

Vendor	Account Name	Amount	Purpose
City of Indio	Contributions to Other Agencies	\$563,052.87	Jefferson Street Slurry Share Payment
Visit Greater Palm Springs	VGPS	\$126,226.06	FY 23/24 Qtr 2 City Funding & FY 22/23 Reconciliation Additional Funding
Granite Construction Company	Construction	\$91,787.38	Ave 50 & Ave 52 Pavement Rehab Progress Payment
Vintage Associates ⁽¹⁾	Various	\$85,039.00	Sept Park Maintenance & Storm Clean Up Services
Urban Habitat	Retention Payable	\$80,313.03	City Landscape Renovation Improvement Retention Payment

(1) Payments were made 9/29/23 & 10/6/23.

Wire Transfers: Twelve transfers totaled \$274,407. Of this amount, \$200,050 was to Landmark and \$49,222 was to CalPERS (See Attachment 2 for a complete listing).

Purchase Orders/Contracts: As a normal course of operations, any purchase order (PO) over \$50,000 must go to City Council for individual consideration. Additional POs under this threshold are reported quarterly for review. See attached list (Attachment 3) for POs with a value of \$25,000 to \$50,000 issued from July 1 to September 30, 2023.

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	Legacy Bank and Trust	CD	248,000	9/27/2023	4.500%	4.500%
Maturity	Triad Bank	CD	248,000	9/29/2023	1.350%	1.350%
Maturity	United States Treasury	Treasury Note	500,000	9/30/2023	1.375%	1.410%
Purchase	Federal Home Loan Banks	Agency	1,000,000	10/3/2023	4.750%	4.760%

Prepared by: Jesse Batres, Finance Technician
 Approved by: Rosemary Hallick, Principal Management Analyst

Attachments:
 1. Demand Registers
 2. Wire Transfers
 3. Purchase Orders

Demand Register



City of La Quinta

Packet: APPKT03609 - 09/29/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CHARTER COMMUNICATIONS..	212018	09/16-10/15/23 - FS #70 CABLE (1860)	Cable/Internet - Utilities	101-2002-61400	41.76
CHARTER COMMUNICATIONS..	212018	09/16-10/15/23 - FS #32 CABLE (8152)	Cable/Internet - Utilities	101-2002-61400	94.55
VINTAGE E & S INC	212054	09/18/23 - WC GENERATOR TRANSFER ...	Maintenance/Services	101-3008-60691	675.32
GARDAWORLD	212027	09/2023 - ARMORED SERVICES	Professional Services	101-1006-60103	301.24
DATA TICKET, INC.	212023	08/2023 - CODE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	379.00
DATA TICKET, INC.	212023	08/2023 - POLICE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	241.82
TPX COMMUNICATIONS	212047	08/23-09/22/23 - EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	1,794.98
VERITAS TECHNOLOGIES LLC	212051	08/2023 - DATA BACK UP FOR LASERFIC...	Professional Services	101-1005-60103	1,146.64
DESERT CONCEPTS CONSTR...	212025	LQ COVE TRAIL PLANT & IRRIGATION INS...	Maintenance/Services	101-3005-60691	3,700.00
VINTAGE ASSOCIATES	212053	09/2023 - PARK MAINTENANCE	Landscape Contract	101-3005-60112	67,311.00
LH PRODUCTIONS	212034	09/11/23 - AV SERVICES FOR SEPT 11 M...	Community Experiences	101-3003-60149	2,725.83
USA DRAIN AND PLUMBING...	212050	FS #32 FAUCET LEAKING REPAIR	Maintenance/Services	101-2002-60691	686.50
USA DRAIN AND PLUMBING...	212050	FB PARK RESTROOM TOILET REPAIR	Maintenance/Services	101-3008-60691	645.00
MISSION LINEN SUPPLY	212035	UNIFORM SHIRTS	Uniforms	101-3005-60690	250.00
MISSION LINEN SUPPLY	212035	UNIFORM SHIRTS	Uniforms	101-3008-60690	250.00
RASA/ERIC NELSON	212040	FTM 2023-0001 ONCALL MAP CHECKING..	Map/Plan Checking	101-7002-60183	510.00
RASA/ERIC NELSON	212040	34642 104 LOTS ONCALL MAP CHECKIN...	Map/Plan Checking	101-7002-60183	3,796.00
RASA/ERIC NELSON	212040	ROBERT BROOKS PARCEL ONCALL MAP ...	Map/Plan Checking	101-7002-60183	350.00
RASA/ERIC NELSON	212040	38668 EASEMENTS ONCALL MAP CHECK...	Map/Plan Checking	101-7002-60183	860.00
RASA/ERIC NELSON	212040	38668 EASEMENTS ONCALL MAP CHECK...	Map/Plan Checking	101-7002-60183	700.00
DEPARTMENT OF JUSTICE	212024	08/2023 - BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	315.00
PWLC II, INC	212039	09/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,616.00
GRAINGER	212029	FRAMING HAMMER, SCREWDRIVER, & ...	Tools/Equipment	101-7003-60432	227.16
GRAINGER	212029	DRIFT PUNCH TOOL	Tools/Equipment	101-7003-60432	212.55
VERIZON WIRELESS	212052	08/14-09/13/23 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	246.75
THE LOCK SHOP, INC	212045	KEYS FOR WC	Maintenance/Services	101-3008-60691	198.79
RIVERSIDE ASSESSOR	212041	08/2023 - RECORDING FEES	Due to County Recorder	101-0000-20325	155.00
RIVERSIDE ASSESSOR	212041	08/2023 - RECORDING FEES	Technical	101-6004-60108	20.00
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water - Utilities	101-2002-61200	595.97
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water -Monticello Park - Utili...	101-3005-61201	1,973.70
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water -Fritz Burns Park - Utili...	101-3005-61204	209.63
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	26.64
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water -Community Park - Util..	101-3005-61209	495.82
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water - Utilities	101-3008-61200	97.13
OCEAN SPRINGS TECH INC	212037	07/2023 - FB POOL MONTHLY MAINTEN...	Fritz Burns Pool Maintenance	101-3005-60184	5,460.00
OCEAN SPRINGS TECH INC	212037	CALCIUM HYPOCHLORITE FOR FB POOL	Fritz Burns Pool Maintenance	101-3005-60184	390.97
OCEAN SPRINGS TECH INC	212037	08/2023 - FB POOL MONTHLY MAINTEN...	Fritz Burns Pool Maintenance	101-3005-60184	5,460.00
OCEAN SPRINGS TECH INC	212037	FB POOL LIFE RING REPLACEMENT	Fritz Burns Pool Maintenance	101-3005-60184	350.36
OCEAN SPRINGS TECH INC	212037	FB POOL HANDRAIL COVER REPLACEME...	Fritz Burns Pool Maintenance	101-3005-60184	187.63
OCEAN SPRINGS TECH INC	212037	09/2023 - FB POOL MONTHLY MAINTEN...	Fritz Burns Pool Maintenance	101-3005-60184	6,082.00
COUNTY OF RIVERSIDE PUBL...	212021	08/2023 - RADIO MAINTENANCE	Operating Supplies	101-2001-60420	136.83
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	PM 10 - Dust Control	101-7006-60146	42.39
TECHNOGYM USA CORP	212044	FITNESS EQUIPMENT FOR WC PAYMENT...	Machinery & Equipment	101-3002-80101	22,063.31
ROADPOST USA INC.	212042	09/23-10/22/23 - EOC SATELLITE PHON...	Mobile/Cell Phones/Satellites	101-2002-61304	200.85
BEAZER HOMES HOLDINGS	212016	REFUND DUST CONTROL DEPOSIT TRACT...	Developer Deposits	101-0000-22810	10,420.00
CARREIRO, BRIAN K	212017	09/19/23 - CITY COUNCIL MEETING DIN...	Travel & Training	101-1001-60320	250.00
GRAHAM, MARCIE	212028	09/18-09/22/23 - CAL TRAVEL SUMMIT...	Travel & Training	101-3007-60320	3,568.01
HINDERLITER DE LLAMAS & ...	212031	7/1-9/30/23 - TRANSACTIONS TAX CON...	Consultants	101-1006-60104	678.66
Fund 101 - GENERAL FUND Total:					148,140.79
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	212046	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	96.61
MISSION LINEN SUPPLY	212035	UNIFORM SHIRTS	Uniforms	201-7003-60690	330.12
Fund 201 - GAS TAX FUND Total:					426.73

Demand Register

Packet: APPKT03609 - 09/29/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 202 - LIBRARY & MUSEUM FUND					
VINTAGE ASSOCIATES	212053	09/2023 - PARK MAINTENANCE	Landscape Contract	202-3004-60112	930.00
VINTAGE ASSOCIATES	212053	09/2023 - PARK MAINTENANCE	Landscape Contract	202-3006-60112	194.00
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water - Utilities	202-3006-61200	430.19
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,554.19
Fund: 215 - LIGHTING & LANDSCAPING FUND					
LANDMARK GOLF MANAGE...	212033	07/2023 - SRR PERIMETER LANDSCAPE ...	SilverRock Way Landscape	215-7004-60143	5,278.00
DESERT CONCEPTS CONSTR...	212025	LANDSCAPE MAINTENANCE & CLEANUP...	Maintenance/Services	215-7004-60691	600.00
VINTAGE ASSOCIATES	212053	09/2023 - PARK MAINTENANCE	Landscape Contract	215-7004-60112	12,124.00
CREATIVE LIGHTING & ELECT...	212022	09/2023 - LIGHTING MAINTENANCE SER...	Consultants	215-7004-60104	6,488.42
MISSION LINEN SUPPLY	212035	UNIFORM SHIRTS	Uniforms	215-7004-60690	250.00
PWLC II, INC	212039	09/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	62,674.00
IMPERIAL IRRIGATION DIST	212032	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	453.03
IMPERIAL IRRIGATION DIST	212032	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	24.68
COACHELLA VALLEY WATER D..	212020	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	3,569.60
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					91,461.73
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
GRANITE CONSTRUCTION C...	212030	9/2023 AVE 50 & AVE 52 PAYMENT REH...	Retention Payable	401-0000-20600	-4,830.92
GRANITE CONSTRUCTION C...	212030	9/2023 AVE 50 & AVE 52 PAYMENT REH...	Construction	401-0000-60188	96,618.30
URBAN HABITAT	212049	RETENTION PAYMENT	Retention Payable	401-0000-20600	80,313.03
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					172,100.41
Fund: 501 - FACILITY & FLEET REPLACEMENT					
MOWERS PLUS INC	212036	OIL MIX FOR EQUIPMENT	Parts, Accessories, and Upfits	501-0000-60675	18.04
MOWERS PLUS INC	212036	HONDA TRASH PUMP REPAIRS	Vehicle Repair & Maintenan...	501-0000-60676	34.50
SERVPRO	212043	HUB EMERGENCY WATER RESTORATION	City Bldg Repl/Repair	501-0000-71103	14,633.08
AUTOZONE	212015	BUG REMOVER WASHER FLUID	Parts, Accessories, and Upfits	501-0000-60675	6.30
CHEVROLET CADILLAC	212019	2022 CHEVY SILVERADO VIN F182355 OI...	Vehicle Repair & Maintenan...	501-0000-60676	224.91
ENTERPRISE FM TRUST	212026	09/2023 - FLEET LEASES	Vehicles, Rentals & Leases	501-0000-71030	3,781.42
PACIFIC MOBILE STRUCTURES..	212038	10/2023 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					21,786.76
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS..	212018	07/2023 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.81
CHARTER COMMUNICATIONS..	212018	08/2023 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.81
CHARTER COMMUNICATIONS..	212018	09/2023 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.81
TYLER TECHNOLOGIES	212048	09/05-09/11/23 - SOFTWARE SERVICE	Software Implementation/E...	502-0000-71049	1,156.25
TPX COMMUNICATIONS	212047	08/23-09/22/23 - EOC PHONE LINE SVC	Telephone - Utilities	502-0000-61300	3,789.49
Fund 502 - INFORMATION TECHNOLOGY Total:					5,473.17
Fund: 504 - INSURANCE FUND					
AED BRANDS, LLC	212014	AED CPR PADS (24)	Operating Supplies	504-1010-60420	3,706.20
Fund 504 - INSURANCE FUND Total:					3,706.20
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	212027	09/2023 - SRR ARMORED SERVICES	Bank Fees	601-0000-60455	736.35
GARDAWORLD	212027	08/2023 - SRR ARMORED SVC TIER PRIC...	Bank Fees	601-0000-60455	14.48
Fund 601 - SILVERROCK RESORT Total:					750.83
Grand Total:					445,400.81

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	148,140.79
201 - GAS TAX FUND	426.73
202 - LIBRARY & MUSEUM FUND	1,554.19
215 - LIGHTING & LANDSCAPING FUND	91,461.73
401 - CAPITAL IMPROVEMENT PROGRAMS	172,100.41
501 - FACILITY & FLEET REPLACEMENT	21,786.76
502 - INFORMATION TECHNOLOGY	5,473.17
504 - INSURANCE FUND	3,706.20
601 - SILVERROCK RESORT	750.83
Grand Total:	445,400.81

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20325	Due to County Recorder	155.00
101-0000-22810	Developer Deposits	10,420.00
101-1001-60320	Travel & Training	250.00
101-1005-60103	Professional Services	1,146.64
101-1006-60103	Professional Services	301.24
101-1006-60104	Consultants	678.66
101-2001-60174	Blood/Alcohol Testing	315.00
101-2001-60420	Operating Supplies	136.83
101-2002-60112	Landscape Contract	1,616.00
101-2002-60691	Maintenance/Services	686.50
101-2002-61200	Water - Utilities	595.97
101-2002-61300	Telephone - Utilities	1,794.98
101-2002-61304	Mobile/Cell Phones/Sate...	447.60
101-2002-61400	Cable/Internet - Utilities	136.31
101-3002-80101	Machinery & Equipment	22,063.31
101-3003-60149	Community Experiences	2,725.83
101-3005-60112	Landscape Contract	67,311.00
101-3005-60184	Fritz Burns Pool Mainten...	17,930.96
101-3005-60690	Uniforms	250.00
101-3005-60691	Maintenance/Services	3,700.00
101-3005-61201	Water -Monticello Park -...	1,973.70
101-3005-61204	Water -Fritz Burns Park -...	209.63
101-3005-61208	Water -Seasons Park - Ut...	26.64
101-3005-61209	Water -Community Park ...	495.82
101-3007-60320	Travel & Training	3,568.01
101-3008-60690	Uniforms	250.00
101-3008-60691	Maintenance/Services	1,519.11
101-3008-61200	Water - Utilities	97.13
101-6004-60108	Technical	20.00
101-6004-60111	Administrative Citation ...	620.82
101-7002-60183	Map/Plan Checking	6,216.00
101-7003-60432	Tools/Equipment	439.71
101-7006-60146	PM 10 - Dust Control	42.39
201-7003-60429	Traffic Control Signs	96.61
201-7003-60690	Uniforms	330.12
202-3004-60112	Landscape Contract	930.00
202-3006-60112	Landscape Contract	194.00
202-3006-61200	Water - Utilities	430.19
215-7004-60104	Consultants	6,488.42
215-7004-60112	Landscape Contract	74,798.00
215-7004-60143	SilverRock Way Landsca...	5,278.00
215-7004-60690	Uniforms	250.00
215-7004-60691	Maintenance/Services	600.00
215-7004-61116	Electric - Utilities	453.03
215-7004-61117	Electric - Medians - Utilit...	24.68
215-7004-61211	Water - Medians - Utiliti...	3,569.60

Account Summary

Account Number	Account Name	Expense Amount
401-0000-20600	Retention Payable	75,482.11
401-0000-60188	Construction	96,618.30
501-0000-60675	Parts, Accessories, and ...	24.34
501-0000-60676	Vehicle Repair & Maint...	259.41
501-0000-71030	Vehicles, Rentals & Leas...	3,781.42
501-0000-71032	Building Leases	3,088.51
501-0000-71103	City Bldg Repl/Repair	14,633.08
502-0000-61300	Telephone - Utilities	3,789.49
502-0000-61400	Cable/Internet - Utilities	527.43
502-0000-71049	Software Implementatio...	1,156.25
504-1010-60420	Operating Supplies	3,706.20
601-0000-60455	Bank Fees	750.83
Grand Total:		445,400.81

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	255,854.57
16-006E	BEAZER HOMES EXP	BEAZER HOMES HOLDINGS CORP	10,420.00
201603RP	Retention Payable	La Quinta Landscape Renovation	80,313.03
202201CT	Construction Expense	Avenue 50 Pavement Rehab (Wa	96,618.30
202201RP	Retention Payable	Avenue 50 Pavement Rehab (Wa	-4,830.92
202216E	General PW Maint - Desert Concep...	General PW Maintenance - Deser	4,300.00
9/11E	September 11 Vigil Expense	September 11 Vigil	2,725.83
Grand Total:		445,400.81	

*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 reportas "none" in this section.

Demand Register



City of La Quinta

Packet: APPKT03615 - 10/06/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
VISIT GREATER PALM SPRINGS	212106	FY 22/23 RECONCILIATION ADDITIONAL ...	VGPS - Visit Greater Palm Spr...	101-3007-60151	28,877.76
VINTAGE E & S INC	212105	7/10-7/14/23 - CIVIC PARK NEW LIGHT ...	Maintenance/Services	101-3005-60691	3,615.00
VINTAGE E & S INC	212105	7/31-8/3/23 - SPLASH PAD PUMP HOUSE..	Maintenance/Services	101-3005-60691	6,429.70
SOUTHWEST AQUATICS INC	212096	09/2023 - LAKE MAINTENANCE SERVICES	Civic Center Lake Maintenanc...	101-3005-60117	1,350.00
SOUTHWEST AQUATICS INC	212096	09/2023 - LAKE MAINTENANCE SERVICES	SilverRock Lake Maintenance	101-3005-60189	1,350.00
SOUTHWEST AQUATICS INC	212096	SRR DRAIN VAULT/ GAS PUMP CIRCULAT..	SilverRock Lake Maintenance	101-3005-60189	1,275.00
BOX OF KITTENS	212061	2023 STATE OF THE CITY VIDEOS PAYM...	Community Special Events	101-1001-60137	4,000.00
PENA, JOHN	212091	9/20-9/22/23 - LEAGUE OF CA CONFER...	Travel & Training	101-1001-60320	416.89
MCMILLEN, JON	212086	9/20-9/22/23 - LEAGUE OF CA CONFER...	Travel & Training	101-1002-60320	446.89
MCGARREY, DEBORAH	212083	9/20-9/22/23 - LEAGUE OF CA CONFER...	Travel & Training	101-1001-60320	118.43
SANCHEZ, STEVE	212094	09/20-09/22/23 - LEAGUE OF CA CONF...	Travel & Training	101-1001-60320	197.28
YOUR VERY FAVORITE LLC	212108	ILLUSTRATION AND PRINTING SERVICES ...	Sales Taxes Payable	101-0000-20304	-1,678.41
TRI-STATE MATERIALS INC	212102	LANDSCAPE D.G FOR SRR PARK	Materials/Supplies	101-3005-60431	1,728.48
TRI-STATE MATERIALS INC	212102	LANDSCAPE D.G FOR SRR PARK	Materials/Supplies	101-3005-60431	712.10
TRI-STATE MATERIALS INC	212102	LANDSCAPE D.G FOR X-PARK	Materials/Supplies	101-3005-60431	3,532.20
TRI-STATE MATERIALS INC	212102	LANSCAPE D.G FOR X-PARK	Materials/Supplies	101-3005-60431	2,972.57
SIGNATURE TINT	212095	PARK SIGNAGE	Materials/Supplies	101-3005-60431	581.85
DECKARD TECHNOLOGIES, I...	212069	10/2023 - RENTALScape	Professional Services	101-1005-60103	3,750.00
BOYS & GIRLS CLUB OF COA...	212062	07/1-09/30/23 - JOINT FACILITY USE	Boys & Girls Club	101-3001-60135	10,000.00
BOYS & GIRLS CLUB OF COA...	212062	10/1-12/31/23 - JOINT FACILITY USE	Boys & Girls Club	101-3001-60135	10,000.00
SPARKLETTS	212098	09/06/23 & 09/20/23 - CITYWIDE DRINK...	Citywide Supplies	101-1007-60403	244.82
JOE A GONSALVES & SON	212079	10/2023 - LOBBYIST SERVICES	Contract Services - Administr...	101-1002-60101	3,500.00
HR GREEN PACIFIC INC	212078	08/2023 - ONCALL PLAN CHECK SVCS E...	Map/Plan Checking	101-7002-60183	3,020.00
MADDEN MEDIA	212082	09/2023 - MEDIA SERVICES	Marketing & Tourism Promot...	101-3007-60461	54,149.96
MADDEN MEDIA	212082	09/2023 - MEDIA SERVICES/WEBSITE D...	Marketing & Tourism Promot...	101-3007-60461	7,857.14
NBS	212087	07/2023 - ELECTRIC UTILITY FEASIBILITY ...	Contingency for Operations	101-1002-60510	435.00
VINTAGE ASSOCIATES	212104	09/18-09/22/23 - STORM CLEAN UP SVCS	Materials/Supplies	101-3005-60431	4,480.00
ANSAFONE CONTACT CENTE...	212060	09/2023 - PM 10 ANSWERING SERVICE	PM 10 - Dust Control	101-7006-60146	137.15
XPRESS GRAPHICS	212107	STREET POLE BANNERS LQAC	LQ Art Event	101-3003-60512	6,500.00
ALL PRO BEVERAGE INC	212056	LOBBY COFFEE SUPPLIES	Citywide Supplies	101-1007-60403	479.53
COACHELLA VALLEY ECONOM...	212066	2023 CVEP ECONOMIC SUMMIT	Travel & Training	101-1001-60320	600.00
ODP BUSINESS SOLUTIONS, L...	212090	DYMO LABELS	Office Supplies	101-1006-60400	18.64
ODP BUSINESS SOLUTIONS, L...	212090	CITYWIDE COFFEE SUPPLIES	Citywide Supplies	101-1007-60403	114.65
ODP BUSINESS SOLUTIONS, L...	212090	COFFEE & LABELS	Office Supplies	101-6004-60400	133.44
DESERT RECREATION DISTRI...	212070	08/2023 - FB POOL OPERATIONS & PRO...	Fritz Burns Pool Programming	101-3003-60184	36,496.82
STAPLES ADVANTAGE	212100	NOTEBOOK REPORTERS	Office Supplies	101-1002-60400	96.98
AIR & HOSE SOURCE, INC.	212055	50 FT HOSE	Operating Supplies	101-7003-60420	813.66
SOUTHWEST BOULDER & ST...	212097	LANDSCAPE ROCK FOR SRR PARK	Materials/Supplies	101-3005-60431	1,663.88
SOUTHWEST BOULDER & ST...	212097	SILICA SAND FOR SRR PARK	Materials/Supplies	101-3005-60431	614.45
ALPHA MEDIA LLC	212057	09/2023 - IRONMAN DIGITAL ADS	Community Experiences	101-3003-60149	800.00
ALPHA MEDIA LLC	212057	09/2023 - IRONMAN DIGITAL ADS PALM...	Community Experiences	101-3003-60149	275.00
ALPHA MEDIA LLC	212057	09/2023 - IRONMAN RADIO ADS MIX 10...	Community Experiences	101-3003-60149	2,171.88
AMERICAN FORENSIC NURSE...	212058	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	802.20
AMERICAN FORENSIC NURSE...	212058	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	-133.70
AMERICAN FORENSIC NURSE...	212058	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	66.85
RETAIL LEASE TRAC INC	212092	ECONOMIC DEVELOPMENT RETAIL MA...	Subscriptions & Publications	101-1002-60352	850.00
EISENHOWER MEDICAL CEN...	212073	08/01/23 - SEXUAL ASSAULT EXAM LA2...	Sexual Assault Exam Fees	101-2001-60193	1,200.00
VISIT GREATER PALM SPRINGS	212106	FY 23/24 QTR 2 CITY FUNDING	VGPS - Visit Greater Palm Spr...	101-3007-60151	97,348.30
SOUTHWEST BOULDER & ST...	212097	FY 22/23 R/C CRUSHED ROCK TO 101-60...	Materials/Supplies	101-3005-60431	-850.46
SOUTHWEST BOULDER & ST...	212097	FY 22/23 R/C CRUSHED ROCK FROM 10...	Lot Cleaning/Gravel Program	101-6004-60120	850.46
GOVOS, INC.	212075	10/2023 - STVR PERMITTING SOFTWARE	Professional Services	101-1005-60103	3,820.00
KILEY & ASSOCIATES	212080	09/2023 - FEDERAL LOBBYIST SERVICES	Contract Services - Administr...	101-1002-60101	3,500.00
OCEAN SPRINGS TECH INC	212089	09/2023 - LQ SPLASH PAD MAINTENAN...	LQ Park Water Feature	101-3005-60554	1,038.00

Demand Register

Packet: APPKT03615 - 10/06/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
DISH NETWORK	212071	09/22-10/21/23 - EOC CABLE	Cable/Internet - Utilities	101-2002-61400	100.70
PENA, JOHN	212091	09/30/23 ATTORNEY CONF BUS TOUR U...	Travel & Training	101-1001-60320	23.07
DOUG L KINLEY	212072	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	135.00
ANAYA, JULIO C.	212059	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	200.00
MCGINLEY, LAURIE	212084	NOTARY EXAM FOR O.MOJICA REIMBUR...	Travel & Training	101-1005-60320	40.00
RIVERSIDE COUNTY SHERIFF ...	212093	07/25-08/24/23 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	510.57
MCMILLEN, JON	212086	9/29/23 SHERIFF'S DEPART GOLF CHARI...	Travel & Training	101-1001-60320	400.00
Fund 101 - GENERAL FUND Total:					314,179.73
Fund: 201 - GAS TAX FUND					
LANDMARK CONSULTANTS, ...	212081	8/31-9/13/23 - WASHINGTON/AVE 47 ...	Road Improvements	201-7003-72111	618.00
Fund 201 - GAS TAX FUND Total:					618.00
Fund: 215 - LIGHTING & LANDSCAPING FUND					
VINTAGE E & S INC	212105	7/10-7/14/23 - STREET NEW LIGHT POL...	Maintenance/Services	215-7004-60691	2,520.32
SPARKLETTTS	212099	09/06/23 & 09/20/23 DRINKING WATER	Operating Supplies	215-7004-60420	292.15
STAPLES ADVANTAGE	212100	COFFEE SUPPLIES	Operating Supplies	215-7004-60420	139.67
STAPLES ADVANTAGE	212100	DISPOSABLE GLOVES	Safety Gear	215-7004-60427	224.50
AIR & HOSE SOURCE, INC.	212055	20 FT HOSE & HOLE STRAINER	Materials/Supplies	215-7004-60431	818.01
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					3,994.65
Fund: 221 - AB 939 - CALRECYCLE FUND					
YOUR VERY FAVORITE LLC	212108	ILLUSTRATION AND PRINTING SVCS SAL...	AB 939 Recycling Solutions	221-0000-60127	1,678.41
YOUR VERY FAVORITE LLC	212108	ILLUSTRATION AND PRINTING SERVICES	AB 939 Recycling Solutions	221-0000-60127	18,681.80
Fund 221 - AB 939 - CALRECYCLE FUND Total:					20,360.21
Fund: 241 - HOUSING AUTHORITY					
CAHA, BECKY	212063	09/2023 - HOUSING CONSULTANT SERV...	Professional Services	241-9101-60103	6,375.00
Fund 241 - HOUSING AUTHORITY Total:					6,375.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
MCGRATH METAL	212085	9/11 MEMORIAL QR CODE SIGN POST	Operating Supplies	270-0000-60482	326.25
Fund 270 - ART IN PUBLIC PLACES FUND Total:					326.25
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
HERMANN DESIGN GROUP I...	212076	07/2023 - CACTUS FLOWER LANDSCAPE...	Design	401-0000-60185	325.00
HERMANN DESIGN GROUP I...	212076	07/2023 - CACTUS FLOWER LANDSCAPE...	Design	401-0000-60185	1,875.00
NV5	212088	7/30-8/26/23 - ALLEY DESERT CLUB DR ...	Technical	401-0000-60108	2,185.00
NV5	212088	7/30-8/26/23 - AVE 50/52 PAVEMENT R...	Technical	401-0000-60108	11,560.00
NV5	212088	7/30-8/26/23 - FRED WARING DR PAVE...	Technical	401-0000-60108	3,745.00
CONVERGINT TECHNOLOGIES..	212067	07/2023 - CITYWIDE CAMERA SYSTEM ...	Construction	401-0000-60188	1,937.42
CONVERGINT TECHNOLOGIES..	212067	08/2023 - CITYWIDE CAMERA SYSTEM ...	Construction	401-0000-60188	1,937.42
CITY OF INDIO	212065	AVE 50 WIDENING IMPROVEMENTS RE...	Contributions to Other Agenc..	401-0000-60480	1,037.92
CITY OF INDIO	212065	JEFFERSON ST SLURRY REIMB CITY OF I...	Contributions to Other Agenc..	401-0000-60480	33,219.45
CITY OF INDIO	212065	JEFFERSON ST SLURRY REIMB CITY OF I...	Contributions to Other Agenc..	401-0000-60480	501,010.52
CITY OF INDIO	212065	JEFFERSON/HWY 111 SLURRY REIMB CI...	Contributions to Other Agenc..	401-0000-60480	27,784.98
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					586,617.71
Fund: 501 - FACILITY & FLEET REPLACEMENT					
HILARIO, BENJAMIN	212077	VEHICLE WASHES	Vehicle Repair & Maintenan...	501-0000-60676	440.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					440.00
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS..	212064	08/15-09/14/23 - WC CABLE (8105)	Cable/Internet - Utilities	502-0000-61400	154.66
TYLER TECHNOLOGIES	212103	11/1/23-10/31/24 - HARDWARE ANNUA...	Software Licenses	502-0000-60301	572.98
CHARTER COMMUNICATIONS..	212064	09/12-10/11/23 - CITY YARD CABLE (408...	Cable/Internet - Utilities	502-0000-61400	81.77
FRONTIER COMMUNICATIO...	212074	09/12-10/11/23 - X PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	904.11
Fund 502 - INFORMATION TECHNOLOGY Total:					1,713.52
Fund: 503 - PARK EQUIP & FACILITY FUND					
COOK AND SOLIS CONSTRUC...	212068	SRR LAKE EQUIPMENT REPLACEMENT P...	Parks	503-0000-71060	30,404.64
Fund 503 - PARK EQUIP & FACILITY FUND Total:					30,404.64

Demand Register

Packet: APPKT03615 - 10/06/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 504 - INSURANCE FUND					
TRIPLETT, ALCADIA	212101	8/30-9/1/23 CJPIA ACADEMY HOTEL RE...	Travel & Training	504-1010-60320	333.96
				Fund 504 - INSURANCE FUND Total:	333.96
				Grand Total:	965,363.67

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	314,179.73
201 - GAS TAX FUND	618.00
215 - LIGHTING & LANDSCAPING FUND	3,994.65
221 - AB 939 - CALRECYCLE FUND	20,360.21
241 - HOUSING AUTHORITY	6,375.00
270 - ART IN PUBLIC PLACES FUND	326.25
401 - CAPITAL IMPROVEMENT PROGRAMS	586,617.71
501 - FACILITY & FLEET REPLACEMENT	440.00
502 - INFORMATION TECHNOLOGY	1,713.52
503 - PARK EQUIP & FACILITY FUND	30,404.64
504 - INSURANCE FUND	333.96
Grand Total:	965,363.67

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-1,678.41
101-1001-60137	Community Special Even...	4,000.00
101-1001-60320	Travel & Training	1,755.67
101-1002-60101	Contract Services - Admi...	7,000.00
101-1002-60320	Travel & Training	446.89
101-1002-60352	Subscriptions & Publicat...	850.00
101-1002-60400	Office Supplies	96.98
101-1002-60510	Contingency for Operati...	435.00
101-1004-50252	Annual Wellness Dollar ...	335.00
101-1005-60103	Professional Services	7,570.00
101-1005-60320	Travel & Training	40.00
101-1006-60400	Office Supplies	18.64
101-1007-60403	Citywide Supplies	839.00
101-2001-60174	Blood/Alcohol Testing	735.35
101-2001-60176	Sheriff - Other	510.57
101-2001-60193	Sexual Assault Exam Fees	1,200.00
101-2002-61400	Cable/Internet - Utilities	100.70
101-3001-60135	Boys & Girls Club	20,000.00
101-3003-60149	Community Experiences	3,246.88
101-3003-60184	Fritz Burns Pool Progra...	36,496.82
101-3003-60512	LQ Art Event	6,500.00
101-3005-60117	Civic Center Lake Maint...	1,350.00
101-3005-60189	SilverRock Lake Mainten...	2,625.00
101-3005-60431	Materials/Supplies	15,435.07
101-3005-60554	LQ Park Water Feature	1,038.00
101-3005-60691	Maintenance/Services	10,044.70
101-3007-60151	VGPS - Visit Greater Palm..	126,226.06
101-3007-60461	Marketing & Tourism Pr...	62,007.10
101-6004-60120	Lot Cleaning/Gravel Prog...	850.46
101-6004-60400	Office Supplies	133.44
101-7002-60183	Map/Plan Checking	3,020.00
101-7003-60420	Operating Supplies	813.66
101-7006-60146	PM 10 - Dust Control	137.15
201-7003-72111	Road Improvements	618.00
215-7004-60420	Operating Supplies	431.82
215-7004-60427	Safety Gear	224.50
215-7004-60431	Materials/Supplies	818.01
215-7004-60691	Maintenance/Services	2,520.32
221-0000-60127	AB 939 Recycling Solutio...	20,360.21
241-9101-60103	Professional Services	6,375.00
270-0000-60482	Operating Supplies	326.25
401-0000-60108	Technical	17,490.00
401-0000-60185	Design	2,200.00
401-0000-60188	Construction	3,874.84

Account Summary

Account Number	Account Name	Expense Amount
401-0000-60480	Contributions to Other A...	563,052.87
501-0000-60676	Vehicle Repair & Maint...	440.00
502-0000-60301	Software Licenses	572.98
502-0000-61400	Cable/Internet - Utilities	1,140.54
503-0000-71060	Parks	30,404.64
504-1010-60320	Travel & Training	333.96
Grand Total:		965,363.67

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	316,324.09
201603D	Design Expense	La Quinta Landscape Renovation	2,200.00
202003CT	Construction Expense	Citywide Public Safety Camera Sy	3,874.84
202108T	Technical Expense	FY 21/22 PMP Slurry Seal Improv	2,185.00
202117CB	Contribution Expense	Jefferson Street Slurry Seal Imprc	33,219.45
202201T	Technical Expense	Avenue 50 Pavement Rehab (Wa	11,560.00
202203T	Technical Expense	Fred Waring Drive Pavement Reh	3,745.00
202205CB	Contribution Expense	Avenue 50 Widening Improveme	1,037.92
202207CB	Contribution Expense	Highway 111 at Jefferson Street f	528,795.50
202320E	Cyclone Hilary FEMA Reimbursable...	Tropical Cyclone Hilary	45,104.99
IRONE	Ironman Expense	Ironman Event	3,246.88
LQACE	La Quinta Art Celebration - Expense	La Quinta Art Celebration	6,500.00
STVRE	Short Term Vacation Rental Expen...	Short Term Vacation Rental Track	7,570.00
Grand Total:			965,363.67

*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 9/25/2023 – 10/6/2023

Wire Transaction

Listed below are the wire transfers from 9/25/2023– 10/6/2023.

Wire Transfers:

09/28/2023 - WIRE TRANSFER - LANDMARK	\$	654.00
09/29/2023 - WIRE TRANSFER - CALPERS	\$	451.11
09/29/2023 - WIRE TRANSFER - CALPERS	\$	5,476.67
09/29/2023 - WIRE TRANSFER - CALPERS	\$	15,151.02
09/29/2023 - WIRE TRANSFER - CALPERS	\$	28,142.95
09/29/2023 - WIRE TRANSFER - MISSION SQUARE	\$	3,925.00
09/29/2023 - WIRE TRANSFER - MISSION SQUARE	\$	10,801.28
10/03/2023 - WIRE TRANSFER - AMERITAS	\$	44.98
10/03/2023 - WIRE TRANSFER - AMERITAS	\$	103.74
10/03/2023 - WIRE TRANSFER - AMERITAS	\$	1,017.23
10/03/2023 - WIRE TRANSFER - AMERITAS	\$	6,242.46
10/06/2023 - WIRE TRANSFER - LANDMARK	\$	199,396.09
TOTAL WIRE TRANSFERS OUT		<u>\$271,406.53</u>

City of La Quinta

ATTACHMENT 3

Purchase Orders 7/1/23 – 9/30/23

Purchase Orders

Listed below are Purchase Orders issued from 7/1/23 – 9/30/23 with a value between \$25,000 and \$50,000 for City Council’s review.

Number	Issue Date	Vendor Name	Description	Amount
PO00000029-R7	07/01/2023	BENGAL ENGINEERING INC	DUNE PALMS BRIDGE LOW WATER CROSSING PRJ 2011-05	\$ 36,738.96
2324-0118	09/27/2023	ALPHA MEDIA LLC	RADIO ADS FOR IRONMAN 2023	\$ 26,475.00
2324-0116	09/26/2023	COOK AND SOLIS CONSTRUCTION, INC.	SRR LAKE PUMP & EQUIPMENT REPLACEMENT	\$ 38,451.00
2324-0106	09/14/2023	PRECISION CONCRETE CUTTING	SIDEWALK INSPECTION SERVICES	\$ 49,000.00
2324-0104	09/14/2023	COOK AND SOLIS CONSTRUCTION, INC.	LAKE EQUIPMENT REPLACEMENT PARTS	\$ 30,404.64
2324-0101	09/12/2023	T & G GLOBAL, LLC	2023 HOLIDAY DECOR AND LIGHTING	\$ 48,983.87
2324-0095	09/05/2023	COACHELLA HORSE PARK LLC	HORSE PARK SPONSORSHIP 2023/24	\$ 25,000.00
2324-0091	08/24/2023	DECKARD TECHNOLOGIES, INC.	FY 23/24-STVR REPORTING AND COMPLIANCE MONITORING	\$ 45,000.00
2324-0086	08/24/2023	UNIVERSAL CONSTRUCTION AND ENGINEERING	2022-27 CIVIC CENTER ACTIVITIES PROMENADE	\$ 49,611.25
2324-0082	08/23/2023	RINCON CONSULTANTS, INC.	GEOGRAPHIC INFORMATION SYSTEMS SERVICE	\$ 30,000.00
2324-0074	07/24/2023	CASC ENGINEERING & CONSULTING	ON-CALL STORMWATER COMPLIANCE INSPECTION SERVICES	\$ 30,000.00
2324-0068	07/01/2023	SOUTHWEST AQUATICS INC	CIVIC CENTER LAKE MAINT AND SRR LAKE MAINT	\$ 32,400.00
2324-0065	08/09/2023	KILEY & ASSOCIATES	FEDERAL LOBBYIST SERVICES	\$ 42,000.00
2324-0064	08/09/2023	COURTMASTER SPORTS, INC.	PICKLEBALL COURT REPAIRS	\$ 31,200.00
2324-0061	07/17/2023	YOUR VERY FAVORITE LLC	ILLUSTRATION AND PRINTING SERVICES	\$ 43,412.50
2324-0059	08/04/2023	CENTRAL COMMUNICATIONS	STVR HOTLINE ANSWERING SERVICE	\$ 25,000.00
2324-0040	07/01/2023	GRANICUS	FY 23/24 CITY WEBSITE HOSTING/GRAPHICS DESIGN SVC	\$ 25,140.77
2324-0037	07/21/2023	DATA TICKET, INC.	PARKING AND ADMINISTRATIVE CITATION PROCESSING, C	\$ 25,000.00
2324-0032	07/01/2023	JOE A GONSALVES & SON	FY 23-24 CITY LOBBYIST SERVICES	\$ 42,000.00
2324-0031	07/01/2023	PLACER LABS, INC.	FY2023-24 VENUE ANALYTICS PLATFORM	\$ 30,850.00
2324-0026	07/01/2023	CLEARSOURCE FINANCIAL CONSULTING	FY 23/24-ANNUAL FEE SCHEDULE UPDATE	\$ 25,000.00
2324-0015	07/01/2023	GOVOS, INC.	PERMITTING SOFTWARE FOR STVR PROGRAM FY 2023/24	\$ 49,440.00
2324-0010	07/11/2023	RASA/ERIC NELSON	FY 2324 ON-CALL MAP CHECKING SERVICES	\$ 40,000.00
2223-0224-R1	07/01/2023	VAN DERMYDEN MAKUS LAW CORPORATION	WORKPLACE CLIMATE ASSESSMENT	\$ 34,538.00
2223-0205-R1	07/01/2023	BMW MOTORCYCLES OF RIVERSIDE	RIVERSIDE COUNTY POLICE MOTOR BIKE	\$ 32,742.60
2223-0199-R1	07/01/2023	BC DATA & POWER	2022-23 X PARK PUBLIC SAFETY CAMERA	\$ 41,968.99
2223-0196-R1	07/01/2023	BMW MOTORCYCLES OF RIVERSIDE	RSO MOTORCYCLE	\$ 32,742.60
2223-0075-R1	07/01/2023	URBAN HABITAT	2016-03F2 & F3 DESERT PRIDE, MARBELLA, & DEL REY	\$ 27,900.25
2021-0164-R3	07/01/2023	CONVERGINT TECHNOLOGIES LLC	2020-03 CITYWIDE PUBLIC SAFETY CAMERA SYSTEM	\$ 35,685.11
			TOTAL	\$1,026,685.54

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JULY 21, AUGUST 4, AND SEPTEMBER 1, 2023

RECOMMENDATION

Approve demand registers for Southern California Gas Company dated July 21, August 4, and September 1, 2023.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	1,101.14
Successor Agency of RDA	\$	-
Housing Authority	\$	-
	\$	<u>1,101.14</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for Southern California Gas Company dated July 21, August 4, and September 1, 2023.

Warrants Issued:

211512	\$	496.89
211639	\$	322.04
211818	\$	282.21
	\$	<u>1,101.14</u>

Prepared by: Jesse Batres, Finance Technician
 Approved by: Rosemary Hallick, Principal Management Analyst

Attachment: 1. Demand Registers

Demand Register



City of La Quinta

Packet: APPKT03534 - 07/21/2023 SOCALGAS JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
THE GAS COMPANY	211512	05/19-06/20/23 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	42.99
THE GAS COMPANY	211512	05/19-06/20/23 - CH GAS SVC	Gas - Utilities	101-3008-61100	214.27
THE GAS COMPANY	211512	05/19-06/20/23 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	15.78
THE GAS COMPANY	211512	05/19-06/20/23 - WC GAS SVC	Gas - Utilities	101-3008-61100	99.02
THE GAS COMPANY	211512	05/26-06/27/23 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	96.05
Fund 101 - GENERAL FUND Total:					468.11
Fund: 202 - LIBRARY & MUSEUM FUND					
THE GAS COMPANY	211512	05/19-06/20/23 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	15.78
Fund 202 - LIBRARY & MUSEUM FUND Total:					15.78
Fund: 501 - FACILITY & FLEET REPLACEMENT					
THE GAS COMPANY	211512	06/2023 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					13.00
Grand Total:					496.89

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	468.11
202 - LIBRARY & MUSEUM FUND	15.78
501 - FACILITY & FLEET REPLACEMENT	13.00
Grand Total:	496.89

Account Summary

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	139.04
101-3005-61100	Gas-Utilities FB Pool	15.78
101-3008-61100	Gas - Utilities	313.29
202-3004-61100	Gas - Utilities	15.78
501-0000-60678	Street Sweeper	13.00
Grand Total:		496.89

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	483.89
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.00
	Grand Total:		496.89

*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

Packet: APPKT03551 - 08/04/2023 SOCAL GAS

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
THE GAS COMPANY	211639	06/20-07/20/23 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	41.55
THE GAS COMPANY	211639	06/20-07/20/23 - CH GAS SVC	Gas - Utilities	101-3008-61100	70.86
THE GAS COMPANY	211639	06/20-07/20/23 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	14.90
THE GAS COMPANY	211639	06/20-07/20/23 - WC GAS SVC	Gas - Utilities	101-3008-61100	86.59
THE GAS COMPANY	211639	06/27-07/27/23 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	91.58
Fund 101 - GENERAL FUND Total:					305.48
Fund: 202 - LIBRARY & MUSEUM FUND					
THE GAS COMPANY	211639	06/20-07/20/23 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	16.56
Fund 202 - LIBRARY & MUSEUM FUND Total:					16.56
Grand Total:					322.04

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	305.48
202 - LIBRARY & MUSEUM FUND	16.56
Grand Total:	322.04

Account Summary

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	133.13
101-3005-61100	Gas-Utilities FB Pool	14.90
101-3008-61100	Gas - Utilities	157.45
202-3004-61100	Gas - Utilities	16.56
Grand Total:		322.04

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	322.04
	Grand Total:	322.04	

*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

Packet: APPKT03580 - SoCal Gas 9/1/2023

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
THE GAS COMPANY	211818	07/20-08/18/23 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	35.31
THE GAS COMPANY	211818	07/20-08/18/23 - CH GAS SVC	Gas - Utilities	101-3008-61100	33.55
THE GAS COMPANY	211818	07/20-08/18/23 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	14.30
THE GAS COMPANY	211818	07/20-08/18/23 - WC GAS SVC	Gas - Utilities	101-3008-61100	79.07
THE GAS COMPANY	211818	07/27-08/25/23 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	92.59
Fund 101 - GENERAL FUND Total:					254.82
Fund: 202 - LIBRARY & MUSEUM FUND					
THE GAS COMPANY	211818	07/20-08/18/23 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	14.30
Fund 202 - LIBRARY & MUSEUM FUND Total:					14.30
Fund: 501 - FACILITY & FLEET REPLACEMENT					
THE GAS COMPANY	211818	07/2023 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.09
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					13.09
Grand Total:					282.21

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	254.82
202 - LIBRARY & MUSEUM FUND	14.30
501 - FACILITY & FLEET REPLACEMENT	13.09
Grand Total:	282.21

Account Summary

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	127.90
101-3005-61100	Gas-Utilities FB Pool	14.30
101-3008-61100	Gas - Utilities	112.62
202-3004-61100	Gas - Utilities	14.30
501-0000-60678	Street Sweeper	13.09
	Grand Total:	282.21

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	269.12
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.09
	Grand Total:	282.21	

*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.

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS LAND-BASED FINANCING OPTIONS AND PROVIDE DIRECTION REGARDING FUTURE POLICY UPDATES

RECOMMENDATION

Discuss land-based financing options and provide direction regarding future policy updates.

EXECUTIVE SUMMARY

- As the City looks to the future, potential growth and large infrastructure projects will require funding options.
- California law allows for several different types of land-based financing, including Community Facilities Districts (CFDs) and Assessment Districts (ADs).
- The formation of these various districts requires the City to have a policy in place. City's current land-based financing policy was adopted in 1999 and will be updated to reflect Council direction as well as any changes to California law that have occurred since adoption.
- The City has partnered with Fieldman, Rolapp & Associates, Inc. (FRA), a Municipal Advisory firm with extensive experience in land-based financing.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

As the City looks to the future, several large and challenging undertakings are potentially on the horizon. The City, in conjunction with Terra Nova Planning & Research, Inc., has completed the initial Fiscal Impact Analysis of annexation of the La Quinta Sphere of Influence, as well as the potential expansion of the Sphere (City Council Study Session April 4, 2023). Additionally, Staff and NV5 have completed the Village Undergrounding Feasibility Study which looked at the costs associated with undergrounding the utility lines in the Cove and other areas of the City (City Council Study Session September 19, 2023). Finally, the City has been closely monitoring various concerns regarding the aging electrical infrastructure, equipment, and over-taxed power grid, as well as the eventual expiration of the agreement between the Coachella Valley Water District and Imperial

Irrigation District (IID) which named IID as the electrical service provider to the Eastern Coachella Valley until 2032 (City Council Study Session August 1, 2023). These and other issues facing the City could require new funding sources for major capital projects.

One potential funding source could be land-based financing. California law allows for several different types of land-based financing, two of which are summarized below:

- Community Facilities Districts, or CFDs, authorized by the Mello-Roos Community Facilities Act of 1982, are utilized to fund public improvements with a useful life of over five years or eligible services, maintenance, and operations. The formation of a CFD requires 2/3 approval of qualified electors, which may be registered voters or landowners (if less than 12 registered voters in the proposed area). Bonds are sold to pay for the approved project(s), and repaid through special tax rates, as are outlined through the Rate and Method of Apportionment, that are assessed on the property tax bills. These districts provide for construction of community facilities with a general benefit to the owners.
- Assessment Districts, or ADs, are authorized by several laws, generally the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915 for capital projects, and the Landscaping & Lighting Act of 1972 and the Benefit Assessment Act of 1982 for maintenance and public services. The formation of an AD is completed through a majority protest ballot process, wherein the AD may be formed if a majority of the landowners do not vote against it on ballots mailed with the Notice of Public Hearing. The assessment amount is based on the direct and special benefit each property receives from the improvements, and therefore can differ from one property to the next. ADs are commonly used for utility undergrounding projects.

Generally, in order to consider formation of land-based financing districts, a city must have a policy in place outlining what is allowed, the process involved, developer deposits required, etc. The City does have a policy; however, it was adopted in 1999 and is in need of an update to ensure it not only complies with current California law but also the general direction of Council. The City has partnered with Fieldman, Rolapp & Associates, Inc., a Municipal Advisory firm with over 50 years of experience, to review the City's policy and municipal code and to draft needed updates. During this study session they will be presenting a more detailed overview of CFDs and ADs and explaining the use of ADs for utility undergrounding. Staff and FRA will incorporate any Council direction into the proposed policy revisions, which will be presented to Council for review at a future meeting.

Prepared by: Rosemary Hallick, Principal Management Analyst
Approved by: Jon McMillen, City Manager

Attachment: 1. CFD/AD Formation Flow-Chart

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**LEGISLATIVE BODY
COMMENCES PROCEEDINGS**

PETITION INITIATED CFD

1. 10% Landowners
2. 10% Registered voters
3. Payment of pre-formation costs (45 days for Agency to determine fee)

Within 90 days

LOCAL AGENCY INITIATED CFD

1. Written request of 2 members of legislative body, or
2. Majority approval of legislative body

1. Adopt Goals and Policies
2. Adopt resolutions to:
 - a. Approve boundaries
 - b. Designate name of CFD
 - c. Identify types of facilities & services
 - d. Declare intention to:
 - 1) Form CFD
 - 2) Levy special tax
 - 3) Issue bonds
 - e. Set time and place of public hearing
 - f. Establish voting procedures

Prepare Report

Public hearing held not less than 30 days or not more than 60 days from adoption of Resolution of Intention

REQUIRED -- Publish notice (not later than 7 days before Public Hearing)
OPTION -- Mailed notice

**Usual Sequence of Events
for Mello Roos
Community Facilities Districts**

(Commencing with Section 53311 of the Government Code)

PUBLIC HEARING

May be continued up to 30 days, or with finding up to 6 months.

- If no majority protest, resolutions adopted to form CFD* by:
1. Establishing boundaries
 2. Determining necessity to incur bonded indebtedness
 3. Authorizing levy of special tax
 4. Approving types of facilities and services
 5. Setting election
- If more than 50% of registered voters (at least 6), or if the owners of more than 50% of the land area protest, then CFD abandoned for one year. If majority protest only against specific facilities, services or special tax, only that facility, service or tax must be dropped.

* Environmental review should be completed before formation of CFD

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1. Sell and deliver bonds and receive bond proceeds
2. Initiate construction or acquisition
3. Commence activities to administer debt, levy and collect special taxes and comply with continuing disclosure requirements

1. Record Notice of Special Tax Lien (within 15 days of a landowner election or 90 days of a registered voter election)
2. Initiate validation proceedings, if necessary
3. 30 day statute of limitations

ACTIONS BY LEGISLATIVE BODY

1. Certify election results
2. Enact ordinance to levy special tax
3. Authorize issuance of bonds
4. Approve Preliminary Official Statement and Continuing Disclosure Agreement

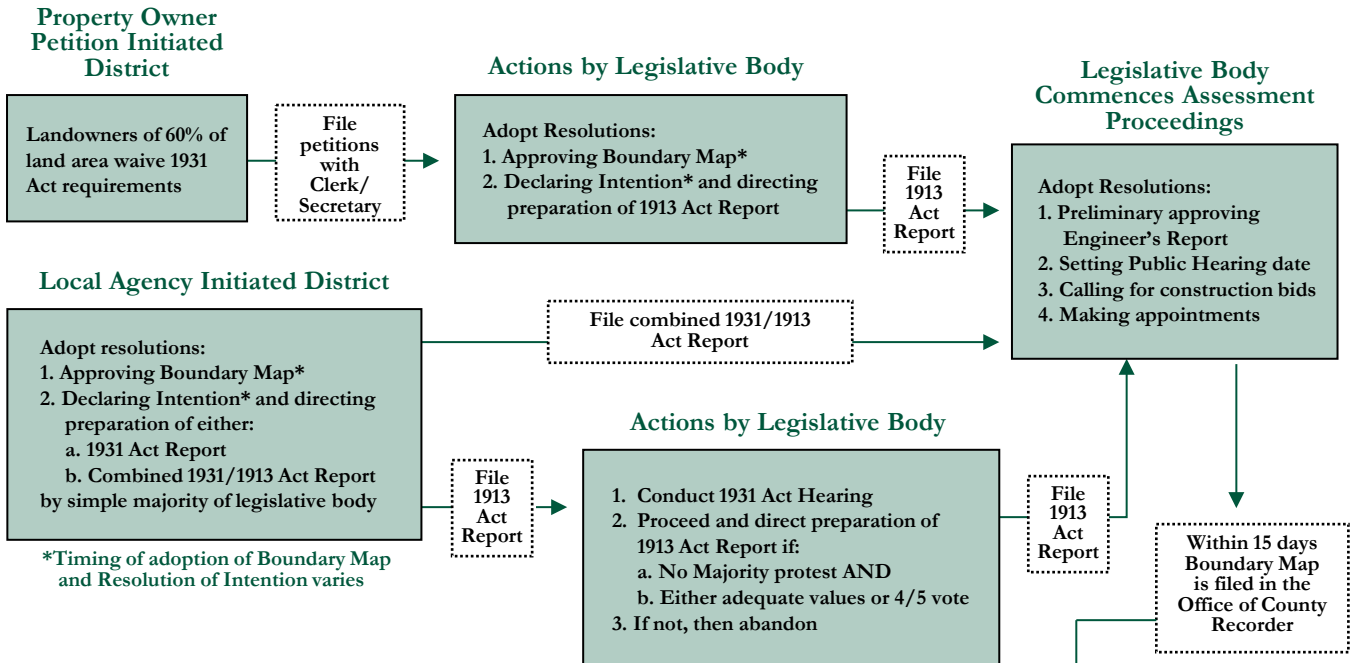
GENERAL ELECTION or SPECIAL ELECTION
 90/180 days from Resolution of Formation (unless time period shortened by 100% of electors)

2/3 vote required (if less than 12 registered voters or if no tax on residential property -- landowner election)

ELECTION

- Voters consider:
1. Levy of Special Tax
 2. Establish appropriations limit
 3. Authorize issuance of bonds

BEGIN HERE



not sooner than 45 days from mailed notice and assessment ballots

Public Hearing

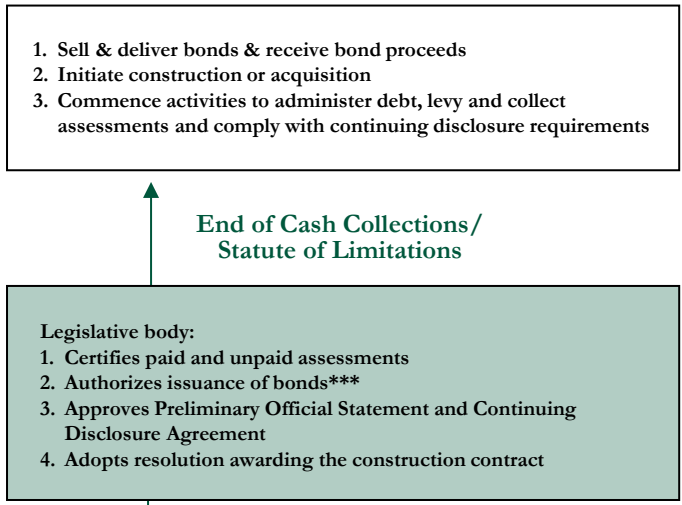
- 1. Present Engineer's Report
 - 2. Receive testimony
 - 3. If no majority protest, legislative body may adopt resolution confirming assessments**
- If ballots submitted in opposition to the assessment exceeded ballots submitted in favor, then majority protest. Ballots weighted according to proportional financial obligation of the affected property

**Environmental review should be completed before formation of District

- 1. Assessment Roll and Diagram recorded with Superintendent of Streets
- 2. Diagram and Notice of Assessment recorded with a County Recorder
- 3. Statement of Assessment mailed to property owners and published (once a week for two successive weeks at at least 5 days apart)

Not less than 30 days after recordation of Diagram and Assessments with the Superintendent of Streets

Usual Sequence of Events for 1913 Act Special Assessment District
After Proposition 218
(Municipal improvement Act of 1913 Commencing with Section 10000 of the Streets and Highways Code)



***1915 Act Bonds = Section 8500 et. seq.
1911 Act Bonds = Section 6400 et. seq.

Receive construction bids

Specific requirements of Proposition #218 and S.B. 919

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 5 AND RELATED DOCUMENTS TO PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH SILVERROCK DEVELOPMENT COMPANY, LLC, SILVERROCK PHASE I, LLC, AND SILVERROCK LAND II, LLC, TALUS LA QUINTA (FORMERLY SILVERROCK RESORT) AND REQUIRE DEVELOPER TO PRESENT MONTHLY PROGRESS UPDATES AT COUNCIL MEETINGS ONCE FINANCING IS CLOSED AND UNTIL THE LUXURY HOTEL IS OPEN

RECOMMENDATION

Approve Amendment No. 5 and related documents to the Purchase, Sale, and Development Agreement with SilverRock Development Company, LLC, SilverRock Phase I, LLC, SilverRock Land II, LLC, and TALUS La Quinta (formerly SilverRock Resort); authorize the City Manager and City Attorney to make minor revisions and additions as necessary that do not substantively change the business terms, and execute and implement said agreements and other documents necessary; and require developer to present monthly progress updates at Council meetings once financing is closed and until the luxury hotel is open.

EXECUTIVE SUMMARY

- In November 2014, Council approved a Purchase, Sale, and Development Agreement (PSDA) with SilverRock Development Company (SDC).
- In May 2017, SDC initiated the work to realign golf course holes to accommodate the luxury hotel and improve the golf experience; this work was completed in November 2017.
- Amendment No. 3 was executed in November 2018 primarily to update schedule and project phasing to enable closing of the \$212 million construction financing with Mosaic Real Estate (Mosaic).
- In April 2019, SDC commenced mass grading of the site in preparation for vertical development; this work was completed in November 2019.
- In March 2020, just after the COVID-19 pandemic started, SDC provided the first of several updates to Council including notification that they would be delaying the start of vertical construction as a result of the pandemic but that both SDC and

their financing partner, Mosaic, are committed to the successful completion of TALUS La Quinta.

- On April 15, 2020, SDC provided the City with a Force Majeure notice related to impacts to the development schedule associated with the COVID-19 pandemic.
- In April 2021, the City issued a notice of default to SDC, per the terms of the PSDA which identified completion of the two hotels, spa, conference facility, and permanent golf clubhouse by December 31, 2020.
- In September 2021, SDC provided verification of revised capitalization.
- Amendment No. 4 to the PSDA was executed on October 12, 2021, modifying the development schedule; decreasing the amount of a rebate available (which is calculated based on transient occupancy tax (TOT) receipts) by 5% for the 15-year term when calculating any rebate for continuous operation of the hotels, once opened, under TOT Covenant Agreements; identifying additional project milestones; increasing the purchase price on “Future Resort Property” (Option Property) for missing milestones; and requiring hotel operator to manage all resort residential short-term vacation rentals.
- Since January 17, 2023, when Robert Green gave his last update presentation to Council, construction at TALUS has continued but at a slow pace and with a focus on the Montage residential units while SDC has worked to secure additional funding necessary to recapitalize the project.
- As proposed, Amendment No. 5:
 - ✓ Resets financial penalties for missed milestones and reset the schedule of performance to coincide with the loan closings.
 - ✓ Allows for the recapitalization of the project due to the rising interest rates and costs for labor and materials since the COVID-19 Pandemic and identifies new lenders to be brought into the project.
 - ✓ Outlines further reductions in rebates based on Transient Occupancy Tax (TOT) receipts that SDC faces if completion dates for either of the two hotels are not met. For example, should the hotels be six months late, the rebate program as agreed to under the original PSDA and modified by Amendment No. 4 will be reduced from 15 years to 14 years and 6 months.
 - ✓ Includes a provision giving the City additional oversight over how project funding is expended by SDC, ensuring that contractors and others are being paid on time.

FISCAL IMPACT

The development of TALUS La Quinta will generate revenue for the City and the greater community. As the project is developed, the City will receive an estimated \$7 million of Developer Impact Fees (DIF); annual property tax revenue that will continue to increase as the property is improved and sold (estimated to be over \$640,000 annually within 10 years); sales tax generated through food, beverage and retail sales (estimated to exceed \$580,000 annually within 10 years); and net TOT revenue from hotels and resort residences (estimated to exceed \$2 million annually within 10 years). Furthermore, it is estimated that the project will generate 1,750 temporary construction jobs and 465 full-time permanent operational jobs at the resort. The average Montage/Pendry employee is among the highest paid in the hospitality industry and would introduce to the community more than \$19 million in employment opportunities. Finally, the City will be relieved from funding operational deficits associated with the golf course, dust control and parkway maintenance costs averaging approximately \$600,000 annually.

BACKGROUND/ANALYSIS

Since the approval of Amendment No. 4 and during the construction of the luxury and lifestyle hotels, golf clubhouse and conference and shared facility (Core Project Components), SDC informed the City that the capitalization for the construction of those components would no longer include Mosaic, due to rising interest rates and costs of labor and materials which had brought the cost for project development from an estimated \$400 million to an estimated \$600 million. Instead, the funding would consist of three integrated components: C-Pace financing in the approximate amount of \$170 million, a real property secured construction loan to SDC in the approximate amount of \$95 million funded by bonds, and EB-5 funding of up to \$90 million with the ability to obtain an additional \$18 million.

It has been two years since Amendment No. 4 with SDC was executed, during which project construction on the two hotels, conference center and shared facility and new golf clubhouse continued on schedule until second half of 2022 when construction was paused. Major milestones have gone unmet while SDC works to close on new funding sources. Amendment No. 5 raises the purchase and sale price of Phase 2 land to the developer by \$2 million as penalty for missing project milestones.

In December 2022, Robert Green secured a construction loan for \$48 million from Builders Capital allowing SDC to continue work on the first 13 of 29 Montage luxury residential units with purchase agreements for most of the units which is required to close on financing needed to continue construction on the Core Project Components. He also received a commitment for a \$49 million construction loan from Builders Capital for the construction of 20 of 55 Pendry residential units and was approved for \$108 million in EB-5 financing which has begun funding capital for the project.

There are two "Bridge Loans" associated with the project as well:

- An up-to \$25 million loan secured through Keillor Capital – \$12.5 million of which is available as an initial installment with at least \$10 million available to pay off subcontractor mechanics liens.
- A \$79 million loan was secured and is awaiting closing through Silver Arch Capital, a placeholder loan to pay off the first bridge loan through Keillor Capital identified above, liens by general contractors Granite Construction and R.D. Olson Construction, and Poppy Bank, which holds the debt on the master site infrastructure.

SDC is near closing on recapitalization loans from two lenders: Lief loan for about \$170 million through C-PACE, a government sponsored program that provides clean energy loans to developers for using energy-efficient systems, and approximately \$95 million in bond sales through Ziegler. When escrow closes on the Ziegler funds (senior loan) it will trigger the closing of the Lief loan.

The Ziegler and Lief funds will be dedicated to the construction of the Core Project Components which are the commercial components, including the two hotels, conference center and shared facility, and new golf clubhouse.

Staff has concluded negotiations with SDC on the revised schedule that still includes project milestones, with financial consequences for failing to meet, updated start and completion dates of project components as well as new and revised terms and conditions as outlined below.

Prior to the closing of escrow for the recapitalization loans, SDC will be subject to the requirement, consistent with the PSDA, to deliver copies of the draft final loan documents to the City Attorney and City Manager for confirmation of financial feasibility to complete the Core Project Components.

Upon the closing of escrow with the recapitalization lenders and from the loan proceeds made available from the loans, SDC will pay all outstanding mechanic’s liens and encumbrances affecting the Core Project Components.

Updated Schedule of Performance

The chart below details Amendment No. 4 and proposed Amendment No. 5 schedule of performance dates. The Amendment No. 5 changes provide time extensions to complete major milestones:

Project Component	Amendment No. 4		Amendment No. 5	
	Start	Finish	Start	Finish
Luxury Hotel Vertical construction	8/30/21	9/30/23	8/30/2021	3/13/2025

Lifestyle Hotel Vertical construction	9/30/22	7/31/24	520 days after the closing of Recapitalization Loans but not later than 12/5/25	12/31/2026
Conference & Shared Services	8/30/21	9/30/23	8/30/2021	3/13/2025
Golf Clubhouse & Practice Range	8/30/21	11/1/22	8/30/2021	11/25/2024

Completion dates or timeframes listed in this table are the outside dates permissible under this Agreement. The developer must show good faith diligence in closing escrow on the recapitalization loans by no later than January 1, 2024. However, under Section 3 of Amendment No. 5, the developer has the right to extend outside date for the closing of the recapitalization loans to June 30, 2024. To the extent such outside date is extended, then the completion dates under items 8,9,11,13,15,16 and 22 are automatically extended to the same extent. This is permissible if the City Attorney and City Manager are satisfied that the developer has been acting in good faith in continuing to close on the recapitalization loans.

Approving Amendment No. 5 will enable SDC to close on recapitalization loans, pay off liens and recall the contractors to resume construction of the commercial components of the project which are the hotels, shared facility and conference center and golf clubhouse. SDC will continue to provide project updates at Council meetings that will include recent milestones achieved, scheduled updates and project highlights. Additionally, the City Manager will have oversight over payment of funds to contractors and subcontractors, ensuring they are being paid on time.

ALTERNATIVES

Council could direct staff to further modify the terms of Amendment No. 5, which would delay development and impact development financing.

Prepared by: Sherry Barkas, Specialist
 Approved by: Jon McMillen, City Manager

Attachment: 1. Amendment No. 5 to Purchase, Sale and Development Agreement

**AMENDMENT NO. 5 TO PURCHASE, SALE, AND
DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 5 TO PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (“**Amendment No. 5**” or “**Agreement**”) is dated as of October ____, 2023 (“**Agreement Date**”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (the “**City**”), SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“**Developer**”), SILVERROCK PHASE I, LLC, a Delaware limited liability company (“**SRPI**”), and SILVERROCK LAND II, LLC, a Delaware limited liability company (“**SRL**”).

RECITALS:

A. *The SilverRock Resort Area and Original PSDA.* Except for portions of land transferred to Developer, SRPI, and SRL, as described in the Recitals F and G of this Amendment No. 5, City owns fee title to that certain real property of approximately 525 acres located at the southwest intersection of Jefferson Street and Avenue 52, in the City of La Quinta, California, a general depiction of which is the Site Map attached as Exhibit "A" to Amendment No. 3 (as defined below) and defined in the Original PSDA as the “**SilverRock Resort Area.**” City and Developer entered into that certain Purchase, Sale, and Development Agreement dated November 19, 2014 (the “**Original PSDA**”), pursuant to which City agreed to sell to Developer specified “**Planning Areas**” that are part of approximately 145 acres comprising what was then defined as the “**Phase 1 Property**” (approximately 125 acres) and the “**Phase 2 Property**” (approximately 20 acres) and collectively defined as the “**Property**” (as those terms are defined in the PSDA) in the SilverRock Resort Area, and Developer agreed to purchase from City specified “**Planning Areas (PAs)**” to thereafter construct, complete, and operate thereon a commercial project containing a luxury resort hotel and spa and associated branded luxury residential units, a lifestyle hotel and associated lifestyle branded residential units, a conference and shared service facility, a temporary and permanent clubhouse for the SilverRock Resort’s Arnold Palmer Classic Course, a mixed use village, a resort residential village, and associated amenities, all as further described in the Original PSDA as the “**Project Components.**” As provided in the Original PSDA, the Phase 1 Property included the Planning Areas (among other PAs) for the “**Luxury Hotel**” and “**Luxury Branded Residential Development,**” and the Phase 2 Property included the Planning Areas for the “**Lifestyle Hotel**” and “**Lifestyle Branded Residential Development**” (as defined in the Original PSDA). Additionally, pursuant to the Original PSDA, the “**Parcel Map**” was to be recorded (and has been recorded) against the Property, and applicable Parcel Map is attached as Exhibit “B” to Amendment No. 3 (as defined below). Additionally, the Original PSDA set forth a “**Schedule of Performance**” under which Developer was required to commence and complete the development of the Project Components on the Property, as more particularly described therein.

B. *Amendment No. 1.* City and Developer entered into that certain Amendment No. 1 to Purchase, Sale, and Development Agreement dated October 29, 2015 (“**Amendment No. 1**”) to, among other things, to update the Site Map and various timeframes within the Original PSDA, including certain timeframes within the Schedule of Performance.

C. *Amendment No. 2.* City and Developer entered into that certain Amendment No. 2 to Purchase, Sale, and Development Agreement dated April 18, 2017 (“**Amendment No. 2**”) to, among other things: (i) Modify the Phase 1 Property and Phase 2 Property in the Original PSDA and corresponding phased development obligations to the “**Phase 1A Property**” and “**Phase 1B Property**” (as defined in Amendment No. 2), with corresponding phased development obligations for the Project Components, Planning Areas (PAs), and “**Parcels**” (as defined in the Original PSDA and Amendment No. 2), including but not limited to the modification of the development phasing for the Luxury Hotel, Luxury Branded Residential Development, Lifestyle Hotel, and Lifestyle Branded Residential Development; (ii) Establish the “**Phase 1C (Golf Course) Property,**” “**Phase 1D**

(Ahmanson Ranch House) Property,” and **“Phase 1E (Perimeter Landscaping and Trails) Property”** (as defined in Amendment No. 2) with corresponding phased development obligations for certain Project Components, Planning Areas, and Parcels identified therein; (iii) Modify the Schedule of Performance; (iv) Specify the terms and conditions for the **“Golf Course Realignment”** (as defined in the Original PSDA); and (v) Grant to Developer a contingent option to purchase the **“Future Resort Property”** according to **“Developer’s Future Resort Option”** (as defined in Amendment No. 2) upon Developer meeting certain terms and conditions, as more particularly described therein.

D. *The Phase 1A Property.* Pursuant to the PSDA, Developer acquired from the City the Phase 1A Property (approximately 44.6 acres of the SilverRock Resort Area) by Grant Deed dated May 3, 2017 and recorded on November 6, 2017 as Instrument No. 2017-0463950 in the Official Records of the County of Riverside, California (**“Recorder’s Office”**), as amended by that certain Amendment to Grant Deed (Phase – 1A Property – PSDA Amendment No. 2), recorded on November 28, 2018 as Instrument No. 2018-0464670 in the Recorder’s Office. Thereafter, Developer assigned to SRPI (a Developer entity and permitted transferee pursuant to Section 603.1(d) of the Original PSDA), and SRPI assumed from Developer, all of Developer’s right, title, and interest in the Phase 1A Property and the “Project Agreements” (which include the PSDA) as they pertain to the Phase 1A Property by that certain Assignment and Assumption Agreement, recorded on November 28, 2018 as Instrument No. 2018-0465379 in the Recorder’s Office, and Developer transferred to SRPI the Phase 1A Property by Grant Deed recorded on November 28, 2018 as Instrument No. 2018-0464673 in the Recorder’s Office.

E. *Amendment No. 3.* City and Developer entered into that certain Amendment No. 3 to Purchase, Sale, and Development Agreement dated November 28, 2018 (**“Amendment No. 3”**) to, among other things: (i) Set forth amended and restated modifications for the development of the Phase 1A Property and set forth the terms and conditions for the purchase and sale of the Phase 1B Property; (ii) Modify the **“Master Site Infrastructure Improvements (MSII)”** (as defined in the Original PSDA) Phasing Plan; (iii) Modify the Schedule of Performance; (iv) Specify assignment and assumptions of interests from Developer; and (v) Incorporate provisions allowing for the closing of the construction loan for the Phase 1A Property and Phase 1B Property, as more particularly described therein.

F. *Amendment No. 4.* City and Developer entered into that certain Amendment No. 4 to Purchase, Sale, and Development Agreement dated October 12, 2021 (**“Amendment No. 4”**) to, among other things: (i) Set forth terms and conditions for the “Revised Capitalization” (as defined therein) to cover the then-projected remaining costs to develop the Phase 1A Property and Phase 1B Property and all Project Components thereon (excluding the Promenade Mixed-Use Village and Resort Residential Village); (ii) Modify the MSII Phasing Plan; (iii) Modify the Schedule of Performance; (iv) Specify the operation by a single hotel operator of short-term vacation rentals at the Luxury Branded Residential Development and Lifestyle Branded Residential Development, as set forth therein; (v) Modify the rebate reduction based on TOT receipts; (vi) Identify “Project Milestones” (as defined therein) of which failing to meet would result in increases to the purchase price for the “Future Resort Property Phase” if and when there is a valid exercise by Developer of the option to purchase the Future Resort Property (as set forth therein); (vii) If and when a valid exercise by Developer of the option to purchase the Future Resort Property occurs, clarify allowable uses on the Future Resort Property; and (viii) Incorporate provisions allowing for the closing of the construction loan for the Phase 1A Property and Phase 1B Property, as more particularly described therein. The Original PSDA, as modified by Amendment No. 1, Amendment No. 2 Amendment No. 3, and Amendment No. 4, is hereinafter referred to as the **“PSDA.”**

G. *The Phase 1B Property.* Pursuant to the PSDA, SRPI acquired from the City the Phase 1B Property (approximately 84 acres of the SilverRock Resort Area) by Grant Deed dated

November 7 and November 28, 2018 and recorded on November 28, 2018 as Instrument No. 2018-0464674 in the Recorder's Office. Thereafter, SRPI assigned to SilverRock Land, LLC (a Developer entity and permitted transferee pursuant to Section 603.1(f) as provided in Amendment No. 3), and Silver Rock Land, LLC assumed from SRPI, all of Developer's right, title, and interest in a portion of the Phase 1B Property—and specifically Parcels 10 and 11 identified in Amendment No. 3 for the Project Component known as the **"Promenade Mixed-Use Village"**—and the "Project Agreements" (which include the PSDA) as they pertain to Parcels 10 and 11/Promenade Mixed-Use Village by that certain Assignment and Assumption Agreement, recorded on April 10, 2019 as Instrument No. 2019-0120800 in the Recorder's Office, and SRPI transferred to SilverRock Land, LLC these Parcels 10 and 11/Promenade Mixed-Use Village by Quitclaim Deed recorded on April 10, 2019 as Instrument No. 2019-0120799 in the Recorder's Office. By quitclaim deed dated October 21, 2021 and recorded on October 25, 2021 as Instrument No. 2021-0628128 in the Recorder's Office, SilverRock Land, LLC quitclaimed Parcels 10 and 11 to Developer. By quitclaim deed dated April 12, 2023 and recorded on April 13, 2023 as Instrument No. 2023-0105886 in the Recorder's Office, Developer granted to SRL (a Developer entity and permitted transferee pursuant to Section 603.1(f) as provided in Amendment No. 3) a 42.8% undivided interest in Parcel 10.

H. *Hotel Operations and TOT Sharing Agreements.* Pursuant to the Original PSDA and Amendment No. 2, Developer as **"Participant"** and City executed that certain Agreement to Share Transient Occupancy Tax Revenue (Luxury Hotel) dated on or about November 19, 2014 (**"Luxury Hotel TOT Sharing Agreement"**) to, among other things, require the Participant to enter into a **"Hotel Management Agreement"** with a City-approved **"Hotel Manager"** (as defined in the Luxury Hotel TOT Sharing Agreement) for continuous operation as the Luxury Hotel, and in exchange the City would make periodic payments to the Participant in specified amounts based on amounts of transient occupancy tax (**"TOT"**) collected from the Luxury Hotel as set forth in that certain Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) dated May 3, 2017 and recorded on November 6, 2017 as Instrument No. 2017-0463952, as amended by that certain Amended and Restated Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) dated November 28, 2018 and recorded on even date as Instrument No. 2018-0464671 (collectively, the **"Luxury Hotel TOT Covenant Agreement"**) in the Recorder's Office. Similarly, pursuant to the Original PSDA and Amendment No. 2, Developer (as **"Participant"**) and City executed that certain Agreement to Share Transient Occupancy Tax Revenue (Lifestyle Hotel) dated on or about November 28, 2018 (**"Lifestyle Hotel TOT Sharing Agreement"**) to, among other things, require the Participant to enter into a **"Hotel Management Agreement"** with a City-approved **"Hotel Manager"** (as defined in the Lifestyle Hotel TOT Sharing Agreement) for continuous operation as the Lifestyle Hotel, and in exchange the City would make periodic payments to the Participant in specified amounts based on amounts of TOT collected from the Lifestyle Hotel as set forth in that certain Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Lifestyle Hotel), dated November 28, 2018 and recorded on even date as Instrument No. 2018-0464678 (the **"Lifestyle Hotel TOT Covenant Agreement"**) in the Recorder's Office. Furthermore, and in consideration of City approving a revised schedule of performance, Section 8.2 of Amendment No. 4 reduced the percentage of the **"amount available for Rebate"** by five percentage points (*i.e.*, by subtracting 5%) from the total adjusted percentage to be applied pursuant to the Luxury Hotel TOT Covenant Agreement and the Lifestyle Hotel TOT Covenant Agreement, respectively, and to memorialize by recorded instrument the percentage reduction in rebate, Developer (as **"Owner"**) and City executed (a) that certain Amendment No. 1 to Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) recorded on October 13, 2021, as Instrument No. 2021-0606108 (the **"Luxury Hotel TOT First Amendment"**), and (b) that certain Amendment No. 1 to Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Lifestyle Hotel) recorded on October 13, 2021, as Instrument No. 2021-0606083 (the **"Lifestyle Hotel TOT First Amendment"**). The Luxury Hotel TOT First Amendment and Lifestyle Hotel TOT First Amendment are collectively referred to as the **"TOT First**

Amendments.” The Luxury Hotel TOT Sharing Agreement and Lifestyle Hotel TOT Sharing Agreement are collectively referred to as the “**TOT Sharing Agreements**” (and track that definition in the Original PSDA), and the Luxury Hotel TOT Covenant Agreement, as amended by the Luxury Hotel TOT First Amendment, and Lifestyle Hotel TOT Covenant Agreement, as amended by the Lifestyle Hotel TOT First Amendment, are collectively referred to as the “**TOT Covenant Agreements**” (and generally track that definition in the Original PSDA).

I. *Covenants, Easements, and Reservations for the Benefit of City.* Pursuant to the PSDA, the City declared and retained for public utility purposes an easement in and over portions for the Phase 1B Property defined as the “Easement Area” in that certain Declaration of Conditions and Reservation of Easements recorded on November 28, 2018 as Instrument No. 2018-0464669 in the Recorder’s Office. Additionally pursuant to the PSDA, SRPI granted to City for public utility purposes an easement in and over portions of the Phase 1A Property defined as the “Easement Area” in that certain Grant of Easement and Agreement recorded on November 28, 2018 as Instrument No. 2018-0464680 in the Recorder’s Office. Additionally pursuant to the PSDA (and specifically Amendment No. 2), the City retains in perpetuity benefits for the public by requiring and designating specific uses for the Phase 1C (Golf Course) Property, Phase 1D (Ahmanson Ranch House) Property, and Phase 1E (Perimeter Landscaping and Trails) Property, pursuant to (respectively) that certain Covenant Affecting Real Property (Golf Course Use) by and between City and Developer, recorded May 11, 2017 as Instrument No. 2017-0189004 in the Recorder’s Office, that certain Covenant Affecting Real Property (Ahmanson Ranch House) by and between City and Developer, recorded May 11, 2017 as Instrument No. 2017-189769, and that certain Covenant Affecting Real Property (Perimeter Landscaping and Trails) by and between City and Developer, recorded May 11, 2017 as Instrument No. 2017-089266.

J. *Options for the City to Re-Purchase Phase 1A and Phase 1B Properties.* Pursuant to the PSDA, the City has an option to re-purchase and right of first refusal to re-purchase, all or portions of the Phase 1A Property and Phase 1B Property in the event Developer (or its assignees) are in default of the PSDA and fail to cure within the allowed cure period, pursuant to (respectively) that certain Option Agreement Phase 1A Property and Phase 1B Property (Excluding Planning Areas 7, 8, and 9) And Termination Of Prior Phase 1A Option Agreement dated November 28, 2018 and recorded on even date as Instrument No. 2018-0464676 in the Recorder’s Office (the “**Phases 1A and 1B Properties Repurchase Option Agreement**”), and that certain Option Agreement (Phase 1B Property – PA 7, 8, and 9) dated November 28, 2018 and recorded on even date as Instrument No. 2018-0464677 in the Recorder’s Office (the “**PA 7-9 Repurchase Option Agreement**”). The Phases 1A and 1B Properties Repurchase Option Agreement and PA 7-9 Repurchase Option Agreement are collectively referred to as the “**City’s Repurchase Option Agreements.**” As set forth in Amendment No. 3 and the City’s Repurchase Option Agreements, Planning Areas 7, 8, and 9 are Parcels 10, 11, and 12 on the Parcel Map constitute the Project Components identified as the Promenade Mixed-Use Village and “**Resort Residential Village.**” Among other terms and conditions, the City’s Repurchase Option Agreements set forth the calculation of a purchase price if the City decides to exercise an option or right of first refusal to repurchase all or any portions of the Phase 1A Property and/or Phase 1B Property for an uncured default and breach of the PSDA.

K. *Summary of Reasons for Amendment.* Subsequent to the approval of Amendment No 4, and during the construction of the Project Components on the Phase 1A Property and Phase 1B Property (specifically the construction of the “**Luxury Hotel,**” “**Lifestyle Hotel,**” “**Permanent Golf Clubhouse,**” and “**Conference and Shared Services Facility**” Project Components (as defined in the PSDA, and, collectively, herein after referred to as the “**Core Project Components**”), and related MSII appurtenant to these Project Components), Developer informed the City that that the Revised Capitalization for the Core Project Components would no longer include the Lender (as defined in Section 17.8 of Amendment No. 3 but would consist of three integrated components: C-Pace financing in the approximate amount of up to \$170 million secured by property taxes (the “**C-Pace**

Loan”), a real property secured construction loan to Developer in the approximate amount of up to \$95 million funded by bonds backed by credit enhancement (the “**Bond Funded Construction Loan**”) and EB-5 financing in an amount up to \$90 million (with a right to obtain up to an approximately additional \$18 million) secured by preferred membership interests in SRPI (the “**EB-5 Financing**”). The EB-5 Financing was arranged by First Pathway Partners (“**First Pathway**”) and closed on or about December 9, 2022. Thereafter, Developer informed City that cost increases and other delays relating to the provision of materials and delays in the process of obtaining the Bond Backed Construction Loan led to a work stoppage, which has delayed the construction of the Core Project Components. Additionally, Developer informed the City that it has negotiated through Keillor Capital, with funds to be provided by RAF Pacifica Loan Opportunity Fund I, LLC, a Delaware limited liability company, and Arnold Fishman, as Trustee of The Arnold Fishman Revocable Trust dated July 15, 1999 (collectively, the “**Keillor Funding Lenders**”), an up to \$25 million loan secured by Parcels 10, 11, and 12 that constitute Planning Areas 7, 8, and 9, with said funds to be used (among other specific project development purposes) to pay for costs to complete the planning, application, and City-processing for approval of the development plan and site development permit(s) for Planning Areas 7, 8, and 9, and to pay off and remove the majority of the subcontractor mechanic’s liens (not including those of the two general contractors) recorded against portions of the Phase 1A Property and the Phase 1B Property (generally referred to herein as the “**Keillor Financing**”). Additionally, Developer informed the City that it has negotiated through Silver Arch Capital (“**Silver Arch**”) and is working on a closing for a \$79,000,000 million loan to be secured by a financing deed of trust on Parcels 10, 11, and 12 that constitute Planning Areas 7, 8, and 9 (the Parcels that have the Promenade Mixed-Use Village and Resort Residential Village Project Components) and the Parcels that have the Core Project Components, with said funds to be used (among other specified project development purposes) to refinance the Keillor Financing and to pay off and remove any and all remaining mechanic’s liens of the two general contractors and subcontractors and pay off the existing loan made by Poppy Bank secured by the Lodging Project Component (generally referred to herein as the “**Silver Arch Financing**”) and, collectively, the Keillor Financing and Silver Arch Financing are referred to periodically as the “**Bridge Loans**”).

L. To avoid a default under the PSDA as modified by Amendment No. 4, to memorialize the specifics of the Revised Capitalization and allow City to monitor the status thereof and require Developer to adhere to such financing plan, to further the continuing coordination of the development of the various phases with the financing obtained by Developer, and to reflect the current status of the Project, City and Developer now wish to amend the PSDA to, among other things: (i) Update the Schedule of Performance and phasing of development; (ii) Amend various terms of the PSDA required to facilitate the Core Project Components Capitalization (as defined below); (iii) Memorialize missed Project Milestones; and (iv) Make other clarifications to the PSDA, all as more particularly set forth herein.

M. *Same Capitalized Words and Terms.* Unless otherwise specifically defined herein, all capitalized words and terms used in this Amendment No. 5 shall have the meanings ascribed to such words and terms in the PSDA, and all Section references below refer to Sections of the PSDA (or, if applicable, Amendment to the PSDA).

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference and a substantive part of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effectiveness. This Agreement shall be effective as of the Agreement Date.

2. Core Project Component Capitalization. In furtherance and implementation of the Revised Capitalization referred to in Section 2 in Amendment No. 4 in Developer, SRPI, and SRL (for purposes of this Section 2.2 and the remainder of this Amendment No. 5, collectively referred to as “**Developer**”) are in the process of negotiating and closing with Recapitalization Lender #1 and Recapitalization Lender #2 (collectively, the “**Amendment No. 5 Recapitalization Lenders**” or “**Recapitalization Lenders**”) for the C-Pace Loan and Bond Funded Construction Loan described below (collectively referred to as the “**Amendment No. 5 Recapitalization Loans**” or “**Recapitalization Loans**”) to complete the construction, in accordance with the Schedule of Performance (as revised by this Amendment No. 5), of the Core Project Components, and, as specified, other Project Components on the Phase 1A Property and Phase 1B Property.

(a) Lief Real Estate Energy Partners, with contact information in Section 7.8 below (“**Recapitalization Lender #1**”)

Total Amount of funding from Recapitalization Lender #1: Approximately \$170 million. Upon closing, C-Pace proceeds net of all fees and costs due at closing shall be deposited into an escrow account (the “**C-Pace Escrow Account**”) maintained by a qualified trustee selected by Recapitalization Lender #1. Such funds shall only be disbursed and used for payment for completion of construction of the Project Components as further provided below in this Section 2 of this Amendment No. 5.

(b) Ziegler with contact information in Section 7.8 below (“**Recapitalization Lender #2**”)

Total Amount of funding from Recapitalization Lender #2: \$95 million. Recapitalization Lender #2 shall be responsible for providing sufficient funds to complete Core Project Components. Such funds shall only be disbursed and used for payment for completion of construction of the Core Project Components as further provided below in this Section 2 of this Amendment No. 5.

Closing on the Recapitalization Loans shall be serviced through the same escrow and shall occur concurrently so that all funds from the Recapitalization Loans will be available to Developer together and on or about the same day after the close of escrow. Upon the closing of the escrow with the Recapitalization Lenders and from the loan proceeds made available from the Recapitalization Loans, Developer shall pay any and all outstanding mechanic’s liens and encumbrances affecting the Core Project Components (collectively, the “**Unauthorized Liens and Encumbrances**”).

Prior to the closing of escrow for the Recapitalization Loans, Developer shall have delivered to the City Attorney and City Manager for review a copy of the draft loan documents relating to both Recapitalization Loans. Developer shall cause each Recapitalization Lender to provide to the City a copy of any notices of default sent to Developer and shall cause the Lenders to respond to inquiries from the City Manager (and, if authorized by the City Manager, the City Attorney and City Finance Director) regarding the status of the Recapitalization Loans, including but not limited to the use of funds from said loans and payments made or not made for construction relating to the Core Project Components.

No other funding sources for the Core Project Components are contemplated as a part of the Developer’s financing plan other than those set forth in Recital K of this Amendment No. 5. Developer shall not modify the use of the funding sources, nor shall Developer take any action preventing the use of the funding sources, set forth in Recital K, so that said funding sources shall

be used for solely for the purpose of the continuation and completion of construction of, first, the Core Project Components, and secondly, other Project Components on the Phase 1A Property and Phase 1B Property. Developer shall not use or withdraw, or authorize the use or withdrawal of, the funds from the sources identified in Recital K in the identified accounts for said funds for any purpose other than payment for completion of construction of the Project Components, as identified above, on the Phase 1A Property and Phase 1B Property or to pay for costs to complete the planning, application, and City-processing for approval of the development plan and site development permit(s) for Planning Areas 7, 8, and 9. An unauthorized use or withdrawal of funds in violation of this Amendment No. 5 and/or not in furtherance of the completion of construction for the Project Components on the Phase 1A Property and Phase 1B Property shall be a default under the PSDA, and the City shall have the ability to pursue any and all rights and remedies under the PSDA (including under this Amendment No. 5).

Developer shall update the City Manager, no later than seven (7) days after the City Manager's written request, on the status of construction and distribution of any funds from any funding sources set forth in Recital K for the Project Components on the Phase 1A Property and Phase 1B Property. Developer shall have the obligation and shall cause the respective sources of funding identified in Recital K (*i.e.*, Recapitalization Lender #1 for the C-PACE Loan, Recapitalization Lender #2 for the Bond Funded Construction Loan, First Pathway for the EB-5 Financing, the Keillor Funding Lenders for the Keillor Financing, and Silver Arch for the Silver Arch Financing) to respond to inquiries from the City Manager (and, if authorized by the City Manager, the City Attorney and City Finance Director) regarding the status of payment/repayment on the funding sources, including but not limited to the use of funds from said loans for construction of respective Project Components and payments made or not made for construction relating to the respective Project Components.

3. Schedule of Performance. The PSDA is amended by replacing the Schedule of Performance with the schedule attached hereto as Exhibit "A" and incorporated herein, which shall then be deemed the "**Schedule of Performance**" for purposes of the PSDA and referred to in this Agreement as the "**Revised Schedule of Performance**". Reference is made to footnote 1 in the Revised Schedule of Performance. By notice to the City on or before the outside date for the closing of the Recapitalization Loans as set forth in item 7 of the Revised Schedule of Performance, Developer may extend such outside date on one or more occasions up to but not beyond June 30, 2024, upon demonstrating to the reasonable satisfaction of the City Manager that Developer has been and is continuing to use good faith commercially reasonable diligent efforts to obtain a closing of the Recapitalization Loans. For the purpose of this Agreement and Revised Schedule of Performance, the commencement of slab/foundation work (which shall include under slab utility work) constitutes "**commencement of vertical construction.**"

4. Master Site Infrastructure Improvements Phasing Plan. The Master Site Infrastructure Improvements, and requirements relating thereto, referred to in the PSDA, including Sections 205.1 and 304.2, shall be interpreted and, to the extent necessary, shall be deemed amended to give effect to and be consistent with the revised "**Master Site Infrastructure Improvements Phasing Plan**" attached to this Amendment No. 5 as Exhibit "B" and incorporated herein.

5. Missed Project Milestones and Applicable Financial Incentive Reductions.

5.1 List of Missed Project Milestones. Article 9 in Amendment No. 4 sets forth the terms and conditions for meeting Project Milestones and Financial Incentive Reductions that apply, and continue to apply, to the Purchase Price to the Future Resort Property if, and only if, Developer may validly exercise Developer's Future Resort Option and exercises that Developer's Future Resort

Option. Developer failed to perform pursuant to the Schedule of Performance from Amendment No. 4, the following Project Milestones:

- Completion of Luxury Hotel guest room framing (Amend. No. 4, § 9.1(b));
- Substantial completion of the Luxury Hotel vertical construction (Amend. No. 4, § 9.1(c))
- Completion of Lifestyle Hotel guest room framing (Amend. No. 4, § 9.1(e));
- Substantial completion of the Lifestyle Hotel vertical construction (Amend. No. 4, § 9.1(f))

5.2 Increase in Purchase Price for Future Resort Property for Past Missed Project Milestones. Notwithstanding any terms and conditions to the contrary in Amendment No. 4, as the sole remedy for not meeting the Project Milestones set forth in Amendment No. 4 as identified in Section 5.1 above, the Purchase Price for the Future Resort Property shall be increased by Two Million Dollars (\$2,000,000), and the Purchase Price for the Future Resort Property shall be no less than Four Million Five Hundred Thousand Dollars (\$4,500,000) (original Purchase Price from Amendment No. 4 at \$2,500,000 + \$2,000,000 (\$500,000 x 4 missed Project Milestones).

5.3 New Project Milestones. The Revised Schedule of Performance sets forth the following new Project Milestones:

- Completion of Luxury Hotel guest room framing;
- Substantial completion of the Luxury Hotel vertical construction;
- Completion of Lifestyle Hotel guest room framing;
- Substantial completion of the Lifestyle Hotel vertical construction.

5.4 Remainder of Article 9 in Amendment No. 4. Except for the modifications expressly provided in Sections 5.2 and 5.3 of this Amendment No. 5, all of the terms and conditions that may apply for Project Milestones and Financial Incentive Reductions (and all other terms and conditions relating to the Future Resort Property, Progress Reports, and other provisions in Article 9 of Amend. No. 4) shall continue to be operative (and shall be interpreted to apply equally to the new Project Milestones set forth in Section 5.3), including any and all requirements that must be met by Developer prior to having the ability to effectively exercise Developer's Future Resort Option and ultimate determination of the Purchase Price for the Future Resort Property.

5.5 Updated Schedule of Performance and Continued Applicability of Financial Incentive Reductions. In furtherance of Sections 5.3 and 5.4 above, and it being the expressed intent of the Parties, if any of the new Project Milestone is not timely completed pursuant to the Revised Schedule of Performance set forth in Exhibit A attached to this Amendment No. 5, then, in addition to the increase referred to in Section 5.2 above and subject to the terms of Section 5.4 above, the Purchase Price for the Future Resort Property shall be increased by Five Hundred Thousand Dollars (\$500,000) for each missed new Project Milestone under the Revised Schedule of Performance; for example, and in explanation of the foregoing and to avoid any doubt, the Revised Schedule of Performance updated the date of completion of Luxury Hotel guest room framing, and, as reflected in Section 5.2 above, even though Developer is subject to the increase in the Purchase Price for the Future Resort Property for missing the same earlier Project Milestone under

Amendment No. 4, the failure by Developer to meet the updated dates for Project Milestones set forth in the Revised Schedule of Performance attached to this Amendment No. 5 shall be cause for an additional Five Hundred Thousand Dollars (\$500,000) to be added to the Purchase Price of the Future Resort Property. This explanation applies to all four Project Milestones identified in Section 5.3 of this Amendment No. 5 and with updated dates of performance set forth in Exhibit A attached to this Amendment No. 5. Similarly, and in furtherance of Sections 5.3 and 5.4 above, all four Project Milestones identified in Section 5.3 above are subject to the terms of Article 9 of Amendment No. 4 related to the non-applicability of a Financial Incentive Reduction generally described in Section 9.2(ii)(B) and (C) in Amendment No. 4, such that: (i) For the Luxury Hotel, if Developer misses the completion date for the Luxury Hotel guest room framing but meets the completion date for the substantial completion of the Luxury Hotel vertical construction pursuant to the Revised Schedule of Performance in this Amendment No. 5, then the Financial Incentive Reduction for missing the first Project Milestone will not be applied, and (ii) For the Lifestyle Hotel, if Developer misses the completion date for the Lifestyle Hotel guest room framing but meets the completion date for the substantial completion of the Lifestyle Hotel vertical construction pursuant to the Revised Schedule of Performance in this Amendment No. 5, then the Financial Incentive Reduction for missing the first Project Milestone will not be applied. Likewise, all four Project Milestones identified in Section 5.3 above are potentially subject to Approved General Contractor Extensions as described in Section 9.2(ii)(D)(1) and (2) in Amendment No. 4, and Developer shall be subject to the provisions in Section 9.2(ii)(E) and (F) in Amendment No. 4.

6. Daily Reduction in Rebate Based on TOT Receipts for Delayed Completion of Luxury Hotel and Lifestyle Hotel. In consideration of City's agreeing to this Amendment No. 5 and the Revised Schedule of Performance set forth herein, and in addition to the percentage reductions to rebate based on TOT receipts set forth in Section 8.2 of Amendment No. 4 and the Luxury Hotel TOT First Amendment and Lifestyle Hotel TOT First Amendment, Developer shall be subject to a reduction in Developer's eligibility to receive a rebate based on TOT receipts (referred to the Luxury Hotel TOT Covenant Agreement as "TOT paid to City") for each day that Developer fails to complete the vertical construction of either the Luxury Hotel by the completion date for the same under the Revised Schedule of Performance or the Lifestyle Hotel by the completion date for the same under the Revised Schedule of Performance (as such dates may be extended by Force Majeure) (the "**Luxury Hotel TOT Rebate Reduction Date**" and the "**Lifestyle Hotel TOT Rebate Reduction Date**", or both, according to the following:

6.1 Luxury Hotel Vertical Construction. For each day Developer fails to complete the Luxury Hotel Vertical Construction by the completion date for the same under the Revised Schedule of Performance, Developer shall *not* be eligible to receive a "Covenant Payment" (as defined the Luxury Hotel TOT Covenant Agreement and calculated pursuant to the Luxury Hotel TOT First Amendment) that otherwise would have been available to Developer pursuant to the Luxury Hotel TOT Covenant Agreement, as amended by the Luxury Hotel TOT First Amendment (referred to as the "**Luxury Hotel Daily Rebate Reduction**"). If applicable, the Luxury Hotel Daily Rebate Reduction shall be applied by: (a) counting the number of days between the completion date for the Luxury Hotel under the Revised Schedule of Performance and, if later, the date upon which Developer receives a temporary or permanent certificate of occupancy for the Luxury Hotel allowing the Luxury Hotel to be opened for business; then (b) subtracting the number of days calculated in clause (a) from the date of the last day of the "Term" (as defined in the Luxury Hotel TOT Covenant Agreement). The "number of days" as provided in this Section shall include any portion of a day. In explanation of the foregoing, if the Completion Date for Luxury Hotel Vertical Construction is March 13, 2025, and on June 11, 2025, Developer received a certificate of occupancy allowing the Luxury Hotel to be opened (*i.e.*, 90 days after the scheduled Completion Date), then 90 days would be subtracted from the last day of the "Term" (as defined and determined pursuant to the Luxury Hotel TOT Covenant Agreement) (*e.g.*, 90 days subtracted from the last day the 15-year "Term" that would

be the full rebate period based on TOT); the “Luxury Hotel Daily Rebate Reduction” would be 90 days, and Developer would not be eligible to receive from the City a “Covenant Payment” (as defined the Luxury Hotel TOT Covenant Agreement and calculated pursuant to the Luxury Hotel TOT First Amendment) for those last 90 days of what would otherwise have been included in the Term. Developer and City shall execute (concurrently with this Amendment No. 5) in a recordable form the Second Amendment to the Luxury Hotel TOT Covenant Agreement substantially the form attached hereto as Exhibit “C” and incorporated herein by this reference (the “**Luxury Hotel TOT Second Amendment**”). Developer shall record or cause to be recorded in the Recorder’s Office the Luxury Hotel TOT Second Amendment prior to or concurrently with the closing of the Recapitalization Loans as set forth in this Amendment No. 5. Developer and City shall cooperate to execute (and record, if applicable) any other documents or amendments (including but not limited to amendments to the Luxury Hotel TOT Sharing Agreement) if necessary or convenient to memorialize the terms and conditions of this Section and this Amendment No. 5 relating to the Luxury Hotel Daily Rebate Reduction.

6.2 Lifestyle Hotel Vertical Construction. For each day Developer fails to complete the Lifestyle Hotel Vertical Construction by the completion date set forth in the Revised Schedule of Performance, Developer shall *not* be eligible to receive a “Covenant Payment” (as defined the Lifestyle Hotel TOT Covenant Agreement and calculated pursuant to the Lifestyle Hotel TOT First Amendment) that otherwise would have been available to Developer pursuant to the Lifestyle Hotel TOT Covenant Agreement, as amended by the Lifestyle Hotel TOT First Amendment (referred to as the “**Lifestyle Hotel Daily Rebate Reduction**”). If applicable, the Lifestyle Hotel Daily Rebate Reduction shall be applied by: (a) counting the number of days between the completion date for the Lifestyle Hotel under the Revised Schedule of Performance and, if later, the date upon which Developer receives a temporary or permanent certificate of occupancy for the Lifestyle Hotel allowing the Lifestyle Hotel to be opened for business; then (b) subtracting the number of days calculated in clause (a) from the date of the last day of the “Term” (as defined in the Lifestyle Hotel TOT Covenant Agreement). The “number of days” as provided in this Section shall include any portion of a day. In explanation of the foregoing, if the Completion Date for Lifestyle Hotel Vertical Construction is December 31, 2026, and on March 31, 2026, Developer received a certificate of occupancy allowing the Lifestyle Hotel to be opened (*i.e.*, 90 days after the scheduled Completion Date), then 90 days would be subtracted from the last day of the “Term” (as defined and determined pursuant to the Lifestyle Hotel TOT Covenant Agreement) (*e.g.*, 90 days subtracted from the last day the 15-year “Term” that would be the full rebate period based on TOT); the “Lifestyle Hotel Daily Rebate Reduction” would be 90 days, and Developer would not be eligible to receive from the City a “Covenant Payment” (as defined the Lifestyle Hotel TOT Covenant Agreement and calculated pursuant to the Lifestyle Hotel TOT First Amendment) for those last 90 days of what would otherwise have been included in the Term. Developer and City shall execute (concurrently with this Amendment No. 5) in a recordable form the Second Amendment to the Lifestyle Hotel TOT Covenant Agreement substantially the form attached hereto as Exhibit “D” and incorporated herein by this reference (the “**Lifestyle Hotel TOT Second Amendment**”). Developer shall record or cause to be recorded in the Recorder’s Office the Lifestyle Hotel TOT Second Amendment prior to or concurrently with the closing of the Recapitalization Loans as set forth in this Amendment No. 5. Developer and City shall cooperate to execute (and record, if applicable) any other documents or amendments (including but not limited to amendments to the Lifestyle Hotel TOT Sharing Agreement) if necessary or convenient to memorialize the terms and conditions of this Section and this Amendment No. 5 relating to the Lifestyle Hotel Daily Rebate Reduction.

7. Miscellaneous.

7.1 PSDA in Full Force and Effect. Except as otherwise expressly provided in this Amendment No. 5, all of the covenants, terms and conditions of the PSDA (including the GENERAL PROVISIONS in Article 600, as modified in Amendment No. 1) shall remain in full force and effect.

7.2 Governing Law. This Amendment No. 5 and the PSDA shall be governed by the internal laws of the State of California, without regard to conflict of law principles, and any question arising hereunder shall be construed or determined according to such law. The Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in such county, shall have exclusive jurisdiction of any litigation between the parties concerning this Amendment No. 5 or PSDA. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

7.3 Interpretation. The PSDA, as amended by this Amendment No. 5, shall be read and interpreted in a comprehensive, integrated manner, and in a manner that best implements the provisions of this Amendment No. 5. However, in the event the terms of this Amendment No. 5 result in ambiguity, the parties will meet and confer to attempt to resolve the ambiguity, each in their reasonable discretion. But if the terms of this Amendment No. 5 directly conflict with the terms of the PSDA, then the terms of this Amendment No. 5 will be controlling and the PSDA, as amended, shall be interpreted to implement the intent of this Amendment No. 5.

7.4 Time is of Essence. Time is of the essence of this Amendment No. 5 and of each and every term and provision hereof.

7.5 City Approvals and Actions. City shall maintain authority over and implementation of this Amendment No. 5 pursuant to Section 605 of the Original PSDA.

7.6 Representations. The person(s) executing this Amendment No. 5 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 Amendment No. 5 on behalf of said party, (iii) by so executing this Amendment No. 5 such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 does not violate any provision of any other agreement to which such party is bound.

7.7 Progress Reports. Developer's obligations to provide the City Manager with the reports described in Section 9.4 of Amendment No. 4 remains in full force and effect. In addition, if requested by the City Manager in writing, the report required to be provided to the City Manager by the Developer shall include the following information: (a) The names and contact information (including principal contact person and regular mailing and e-mailing addresses) for any contractor performing work on any Project Components (including the Core Project Components); (b) Any writings from any contractor notifying Developer of any delinquent payment for any work completed or alleged to be completed for any Project Components (including the Core Project Components); (c) Any writings from any contractor notifying Developer of any work stoppage or threatened work stoppage on any Project Components (including the Core Project Components); and (d) Any writings from any contractor notifying Developer of any mechanic's lien or threat to file and record any mechanic's lien against any Parcel on the Phase 1A Property and/or Phase 1B Property (including Parcels 10, 11, and 12 covering Planning Areas 7, 8, and 9)).

7.8 Estoppel Statement. City and Developer certify to one another and the Keillor Lenders, Silver Arch and the Recapitalization Lenders (as express third party beneficiaries of this

Section 7.8), that as of the Agreement Date: (i) except as modified by this Amendment No. 5, the PSDA and the "PSDA Covenant Documents" (as defined in Section 7.2 of Amendment No. 3) are unmodified and in full force and effect; and (ii) there is no Developer default under the PSDA as modified by this Amendment No. 5, or the PSDA Covenant Documents and there is no condition or circumstances which with the giving of notice and/or the passage of time would become a default hereunder. City (i) agrees that any future default or demand notice to Developer with respect to the PSDA or PSDA Covenant Documents will be sent to the Keillor Lenders, Silver Arch and the Recapitalization Lenders at the below addresses at the same time the notice is sent to Developer, (ii) City consents to the collateral assignment by Developer to the Keillor Lenders, Silver Arch and Recapitalization Lender #2 of Developer's rights under the PSDA, as amended, and (iii) the Keillor Lenders, Silver Arch and the Recapitalization Lenders may rely on the terms of this Section 7.8.

- 1) First Pathway Partners
Attn: Dan Wycklendt
311 E. Chicago Street, Suite 510
Milwaukee, WI 53202
- 2) Keillor Capital
Attn: Eric Keillor
2429 W. Coast Hwy, suite 210
Newport Beach, CA 92663
- 3) Silver Arch Capital
Attn: Jeff Wolfer
411 Hackensack ave, suite 803
Hackensack, NJ 07601
- 4) Ziegler Investment Banking
Attn: Aaron Gadouas
One North Wacker Drive, suite 2000
Chicago, Illinois 60606
- 5) Lief Real Estate Energy Partners LLC
Attn: Caleb Stokes
5 Union Square West FRNT 1, #1265
New York, NY 10003

7.9 Sections 311.1 and 311.2 of the PSDA. In furtherance of the intention of Section 311.1 of the PSDA, upon the City Manager's written request, Developer shall deliver to the City Manager and City Attorney any and all loan documents in a sufficiently final draft form to confirm the evidence of financing for the Bridge Loans and Recapitalization Loans. Additionally, and in furtherance of the intention of Section 311.2 of the PSDA, in the event the lenders providing the Bridge Loans, C-Pace Loan, Bond Funded Construction Loan, or EB-5 Financing described in Recital K and Section 2 of this Amendment No. 5 request acknowledgement, clarification and/or supplemental mortgagee protection terms and, in the City Manager's judgment the items requested are consistent with and/or reasonable extensions of the mortgagee protection provisions set forth in the PSDA and/or the PSDA Covenant Documents, the City Manager has the authorization, in accordance with Section 311.2 of the PSDA, to provide such acknowledgement, clarification and/or supplemental mortgagee protection terms on behalf of the City.

7.10 Counterparts. This Amendment No. 5 may be executed in counterparts, each of which, when this Amendment No. 5 has been signed by all of the parties hereto, shall be deemed an original, and each such counterpart shall constitute one and the same instrument.

[End of Amendment No. 5 – Signature page follows]

IN WITNESS WHEREOF, City, Developer, SLR and SRPI have executed this Amendment No. 5 as of the date set forth above.

“DEVELOPER”

SILVERROCK DEVELOPMENT COMPANY,
LLC, a Delaware limited liability company

By: The Robert Green Company,
a California corporation

Its: Manager

By: _____
Name: Robert S. Green, Jr.
Its: President and Chief
Executive Officer

“SRPI”

SILVERROCK PHASE I, LLC, a Delaware
limited liability company

By: The Robert Green Company,
a California corporation

Its: Manager

By: _____
Name: Robert S. Green, Jr.
Its: President and Chief
Executive Officer

“SRL”

SILVERROCK LAND II, LLC, a Delaware
limited liability company

By: The Robert Green Company,
a California corporation

Its: Manager

By: _____
Name: Robert S. Green, Jr.
Its: President and Chief
Executive Officer

Date: _____, 2023

[Signatures continued to next page]

“CITY”

CITY OF LA QUINTA, a California municipal corporation and charter city

Date: _____, 2023

By: _____

Jon McMillen

Its: City Manager

ATTEST:

Monika Radeva, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: _____
William H. Ihrke, City Attorney

EXHIBIT "A"

SCHEDULE OF PERFORMANCE

[See following pages]

SCHEDULE OF PERFORMANCE

	Item of Performance	Start	Completion¹
	TRANSACTIONAL AGREEMENTS		
	Execution of PSDA, TOT Sharing Agreements, and TOT Covenant Agreements	N/A	COMPLETE
	Open Phase 1 Escrow and Phase 2 Escrow	N/A	COMPLETE
	PRE-DEVELOPMENT		
	Land & Site Planning		
	- Prepare, submit to City for approval, and obtain City's approval of, plans for Golf Course Realignment	N/A	COMPLETE
	- Master site design	N/A	COMPLETE
	Planning & Entitlements		
	- Preliminary Engineering & Mapping	N/A	COMPLETE
	- Site development plans	N/A	PA (2, 3, 4, 5, 6, and 10A): COMPLETE. PA (7, 8 and 9): within six months of Luxury Hotel opening.
	- Prepare, submit to City for approval, and obtain City's approval of, Master Site Infrastructure Improvements Design/Construction Development Drawings (relevant to particular phase)	N/A	COMPLETE
	Conditions to Closing		

¹Completion dates or timeframes listed in this table are the outside dates permissible under this Agreement and are subject to the terms of the Agreement which includes Section 602 of the Agreement. The completion outside dates of items 8, 9, 11, 13,15, 16 and 22 are a function the closing of the Recapitalization Loans. Developer shall use its diligent efforts to accomplish the closing of the Recapitalization Loans by no later than January 1, 2024, but under Section 3 of this Amendment No. 5 has the right to extend the outside date for the closing of the Recapitalization Loans to June 30, 2024. To the extent such outside date is extended, then the completion dates under items 8, 9, 11, 13,15, 16 and 22 are automatically extended to the same extent.

	Item of Performance	Start	Completion¹
	- All of Developer's Conditions Precedent to the Closing and City's Conditions Precedent to the Closing have been satisfied, or waived by the appropriate party	N/A	COMPLETE
Item #			
	CONSTRUCTION AND INSTALLATION OF MASTER SITE IMPROVEMENTS		
1.	Construct Golf Course Realignment	5/1/17	COMPLETE
2.	Install construction fencing around Luxury Hotel site as required to separate golf play	N/A	COMPLETE
3.	All other MSII	N/A	Prior to issuance of any certificate of occupancy for the vertical improvements served by those Master Site Infrastructure Improvements necessary for the subject phase of development. <i>See MSII Phasing Plan as well.</i>
	CONSTRUCTION OF PROJECT COMPONENTS		
4.	Prepare and submit to City for approval, and obtain City's approval of, Project Component (or portion thereof) Design/Construction Development Drawings	3 months prior to anticipated start of construction of applicable Project Component or portion thereof.	Prior to start of construction of applicable Project Component or portion thereof.
5.	Developer satisfies all conditions to develop set forth in Section 304 of Agreement	N/A	Prior to start of construction of applicable Project Component

EXHIBIT "A"

	Item of Performance	Start	Completion¹
6.	Luxury Hotel Site Preparation ² (PA 2)	6/30/21	COMPLETE
7.	Closing Date of Recapitalization Loans	n/a	1-1-24
8.	Completion of Luxury Hotel Guest Room Framing	n/a	6-30-24 (new Project Milestone in Amend. No.5 § 5.3)
9.	Luxury Hotel Vertical Construction ³ (PA 2)	Done	3-13-25 (new Project Milestone in Amend. No.5 § 5.3)
10.	Luxury Branded Residential Development Site Preparation (PA 3)	6/31/21	COMPLETE
11.	Luxury Branded Residential Development Vertical Construction (PA 3)	8/30/21	8/30/2026 Project Component** considered complete when 70% of units are complete.
12.	Conference and Shared Services Facility Site Preparation (PA 4)	6/30/21	COMPLETE
13.	Conference and Shared Services Facility Vertical Construction (PA 4)	8/30/21	3-13-25
14.	Lifestyle Hotel Site Preparation (PA 5)	6/30/21	COMPLETE
15.	Completion of Lifestyle Hotel Framing of Guest Rooms	n/a	8-12-26 (new Project Milestone in) Amend. No.5 § 5.3

² For all purposes of this Schedule, site preparation work consists of pre-watering, underground utilities and precise grading.

³ For all purposes of this Schedule, “commencement of vertical construction” refers to the construction of foundations/slabs (including the under slab utility work) and “vertical improvements” means such work and all improvements that follow. Completion of Luxury and Lifestyle Hotel vertical construction is completion to a point at which a temporary or permanent certificate of occupancy (allowing for opening for business) can be issued for the Luxury Hotel and Lifestyle Hotel, respectively.

EXHIBIT “A”

	Item of Performance	Start	Completion¹
16.	Lifestyle Hotel Vertical Construction (PA 5)	520 days after the closing of Recapitalization Loans but not later than 12/5/25 (new Project Milestone in Amend. No.5 § 5.3)	12-31-26 (new Project Milestone in Amend. No.5 § 5.3)
17.	Lifestyle Branded Residential Development Site Preparation (PA 6)	7/30/2021	COMPLETE
18.	Lifestyle Branded Residential Development Vertical Construction (PA 6)	4/3/25	4 years after start. Project Component** considered complete when 70% of units are complete.
19.	Promenade Mixed-Use Village (PA 7 and PA 9)	6/30/27	5 years after start. Project Component** considered complete when 70% of units are complete.
20.	Resort Residential Village (PA 8)	6/30/27	5 years after start. Project Component** considered complete when 70% of units are complete.
21.	Permanent Golf Clubhouse Site Preparation (PA 10A)	5/30/21	COMPLETE
22.	Permanent Golf Clubhouse Vertical Construction (PA 10A)	8/30/21 [done]	11/25/24
23.	Golf Bungalows Site Preparation (PA 10A)	5/30/21	COMPLETE
24.	Golf Bungalows Vertical Construction (PA 10A)	2/1/27	2/1/29

*

**However, if Developer provides evidence reasonably satisfactory to the City that then existing market conditions do not allow for the development on economically feasible terms and orderly absorption of such product type to the point of completion within said initial 5-year period, then such period shall be extended for 3 years.

EXHIBIT B

MASTER SITE INFRASTRUCTURE PHASING PLAN

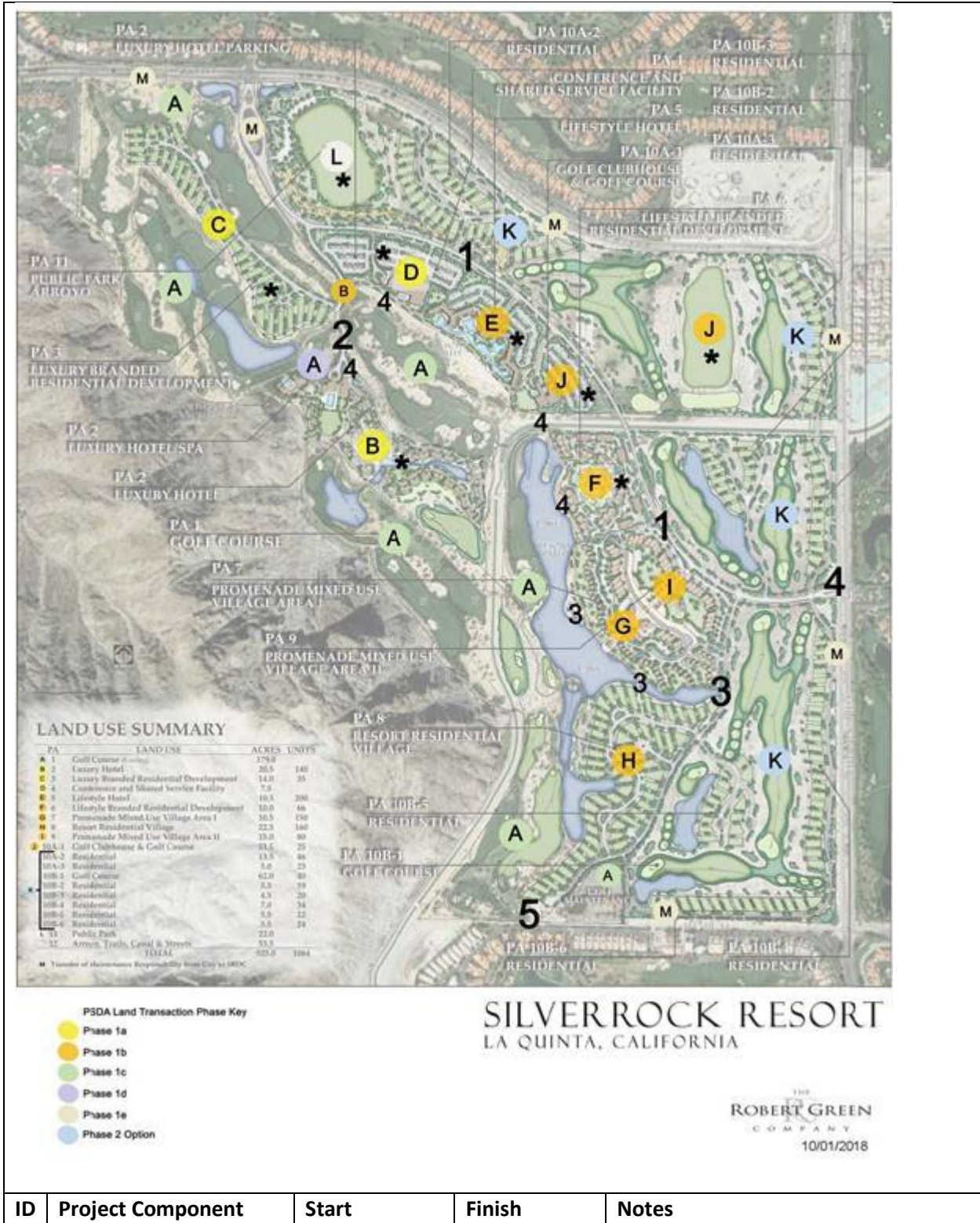


EXHIBIT "B"

B	PA 2 - Montage Hotel and Spa	8/30/2021	3/13/2025*	The completion date is a function the closing of the Recapitalization Loans. Developer shall use its diligent efforts to accomplish the closing of the Recapitalization Loans by no later than January 1, 2024 but under Section 3 of this Amendment No. 5 Developer has the right to extend the outside date for the closing of the Recapitalization Loans to June 30, 2024.
B	PA 2 - Montage Guestroom Building	8/30/2021	3/13/2025*	The completion date is a function the closing of the Recapitalization Loans. Developer shall use its diligent efforts to accomplish the closing of the Recapitalization Loans by no later than January 1, 2024 but under Section 3 of this Amendment No. 5 Developer has the right to extend the outside date for the closing of the Recapitalization Loans to June 30, 2024
C	PA 3 -Montage Branded Residences	8/30/2021	8/30/2026	**Project Component considered complete when 70% of units are complete.
D	PA 4 - Conference & Shared Services	8/30/2021	3/13/2025*	Completion tied to coincide with Montage Hotel opening
E	PA 5 - Pendry Hotel	12/5/2025	12/31/2026*	
F	PA 6 - Pendry Branded Residences	4/3/2025	+ 4 Years	4 years after start. Project Component** considered complete when 70% of units are complete.
G	PA 7 - Mixed Use Village I	6/30/2027	+ 5 Years	5 years after start. Project Component** considered complete when 70% of units are complete.
H	PA 8 - Resort Residential Village	6/30/2027	+ 5 Years	5 years after start. Project Component** considered complete when 70% of units are complete.
I	PA 9 -Mixed Use Village II	6/30/2027	+ 5 Years	5 years after start. Project Component** considered complete when 70% of units are complete.
J	PA 10 - Golf Clubhouse & Practice Range Re-Model	8/30/2021	11/25/2024	
J	PA 10 - Golf Bungalows	2/1/2027	2/1/2029	
ID	MSI	Start	Finish	
*	Mass Grade(Excl. PA 7/9, & 8)	Complete	Complete	Mixed-Use and Resort Residential Village pads to be graded after Site Development Plan approval in a second mass grade mobilization along with SR Way interim x-sec demo

1	SilverRock Way (City)	10/1/2020	10/29/2024*	Street work is complete; landscape and sidewalk remain to be completed by SRDC (to be substantially complete with the opening of the Golf Clubhouse)
2	"Painted Peak" (former Ahmanson Ln)	11/1/2024	3/13/2025*	Commencement is tied to opening of Golf Clubhouse and decommissioning of Temporary Cart Barn, completion tied to coincide with Montage Hotel opening
3	Fut. Ahmanson Lane, Trails(pathway), Signage	4/26/2022	3/13/2025*	
4	Jefferson Entry, Trails(pathway), Signage	6/1/2024	12/31/2026*	Completion is linked to completion of Pendry Hotel (landscape trails/walkways).
5	CVWD Water & Sewer Improvements	8/13/2020	12/31/2026*	Per Special Agreement with CVWD; timing of improvements per Appendix 'A' (components tied to water/sewer design of PA 7, 8 &9).
<p>* The completion date is a function the closing of the Recapitalization Loans. Developer shall use its diligent efforts to accomplish the closing of the Recapitalization Loans by no later than January 1, 2024 but under Section 3 of this Amendment No. 5 Developer has the right to extend the outside date for the closing of the Recapitalization Loans to June 30, 2024</p> <p>Note: "MSI" is considered to be those improvements in a table dated 10-11-2018 provided to the City of La Quinta, and consistent with Purchase, Sale, and Development Agreement Amendment #3</p>				

EXHIBIT C

LUXURY HOTEL TOT SECOND AMENDMENT

[attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
Attn: City Clerk

[SPACE ABOVE FOR RECORDER.]
EXEMPT FROM RECORDER'S FEE PER GOV. CODE §27383

AMENDMENT NO. 2 to
AMENDED AND RESTATED AGREEMENT CONTAINING COVENANTS,
CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY
(Luxury Hotel)

This AMENDMENT NO. 2 to AMENDED AND RESTATED AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY (Luxury Hotel) (referred to herein as the “**Luxury Hotel TOT Covenant Second Amendment**” or “**Covenant Second Amendment**”) is entered into as of this ____ day of _____, 2023 (“**Covenant Second Amendment Effective Date**”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (“**City**”), and SILVERROCK PHASE I, LLC, a Delaware limited liability company (“**Owner**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS

A. Pursuant to that certain Agreement to Share Transient Occupancy Tax Revenue (Luxury Hotel) dated on or about November 19, 2014 (“**Luxury Hotel TOT Sharing Agreement**”) by and between City and Owner (defined therein as “Participant”), Owner, among other things, was required to enter into a “Hotel Management Agreement” with a City-approved “Hotel Manager” (as defined in the Luxury Hotel TOT Sharing Agreement) for continuous operation as the Luxury Hotel, and in exchange the City would make periodic payments to the Owner (as Participant) in specified amounts based on amounts of TOT collected from the “**Luxury Hotel,**” as set forth in that certain Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) dated May 3, 2017 and recorded on November 6, 2017 as Instrument No. 2017-0463952, as amended by that certain Amended and Restated Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) dated November 28, 2018 and recorded on even date as Instrument No. 2018-0464671, as amended by that certain Amendment No. 1 to Amended and Restated Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Luxury Hotel) recorded on October 13, 2021, as Instrument No. 2021-0606108 (collectively, the “**Luxury Hotel TOT Covenant Agreement**”). That certain real property subject to the Luxury Hotel TOT Covenant Agreement is located in the City of La Quinta, County of Riverside, State of California, which is more particularly described in the legal description attached hereto as Exhibit No. 1 and incorporated herein by this reference (the “**Site**”).

B. City agreed to sell to Owner (or Owner's affiliated predecessor-in-interest) the Site pursuant to that certain Purchase, Sale, and Development Agreement dated November 19, 2014 ("**Original PSDA**"), as amended by Amendment No. 1 to Purchase, Sale, and Development Agreement dated October 29, 2015 ("**Amendment No. 1**"), Amendment No. 2 to Purchase, Sale, and Development Agreement dated April 18, 2017 ("**Amendment No. 2**"), Amendment No. 3 to Purchase, Sale, and Development Agreement dated November, 28, 2018 ("**Amendment No. 3**"), Amendment No. 4 to Purchase, Sale and Development Agreement dated October 12, 2021 ("**Amendment No. 4**") and Amendment No. 5 to Purchase, Sale and Development Agreement dated October __, 2023 ("**Amendment No. 5**") and collectively and as may be further amended, the "**PSDA**". The PSDA sets forth the terms and conditions for City to sell to Owner the Site and certain adjacent real property (collectively, the "**Development Property**"), and for Owner to thereafter develop and operate on the Development Property a commercial project containing hotels and associated amenities, branded residential units, a mixed use village, and a resort residential village (the "**Development Project**").

C. Pursuant to the PSDA, Owner has agreed to develop on the Site a portion of the Development Project consisting of the hotel defined in the PSDA as the Luxury Hotel (the "**Hotel**").

D. Pursuant to the PSDA, Participant is required to enter into a hotel management agreement and all ancillary agreements, including, without limitation, a technical services agreement, hotel brand licensing agreement, and use and access development agreement (collectively, a "**Hotel Management Agreement**"), with a City-approved hotel operator (the "**Hotel Operator**"), who shall be responsible for the management and operation of the Hotel pursuant to the terms of the Hotel Management Agreement.

E. Owner is required to enter into and authorize for recording this Luxury Hotel TOT Covenant Second Amendment as part of the City's consideration for entering into Amendment No. 5, which, among other terms and conditions, modified the term during which rebate payments by City to Owner would be made if Owner fails to complete the Hotel by the outside completion date for the same set forth in Amendment No. 5.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Owner hereby agree as follows:

1. **DEFINED TERMS.** Except as expressly defined in this Covenant Second Amendment, all capitalized words and terms shall have the same meaning ascribed to them in the Luxury Hotel TOT Covenant Agreement.
2. **MODIFICATION TO TERMINATION DATE.** The definition of Termination Date set forth in Section 1 of the Luxury Hotel TOT Covenant Agreement is hereby deleted and replaced with the following:

EXHIBIT "C"

“The term “**Termination Date**” shall mean the date that is the earlier of (i) the fifteenth (15th) anniversary of the Commencement Date less, if applicable, the number of days between the outside completion date for the Luxury Hotel under the Amendment No. 5 Revised Schedule of Performance and, if later, the date upon which Developer receives a temporary or permanent certificate of occupancy for the Luxury Hotel allowing the Luxury Hotel to be opened for business; or (ii) the date upon which this Covenant Agreement is terminated pursuant to Section 5.2 or Section 5.3.”

3. RECORDING OF THIS COVENANT SECOND AMENDMENT. Developer shall record or cause to be recorded in the Recorder’s Office this Covenant Second Amendment prior to or concurrently with the closing of the Revised Capitalization (as defined and as set forth in Amendment No. 4 to the PSDA).

4. COOPERATION OF THE PARTIES. Developer and City shall cooperate to execute (and record, if applicable) any other documents or amendments (including but not limited to amendments to the Luxury Hotel TOT Sharing Agreement) if necessary or convenient to memorialize the terms and conditions in Section 8.2 of Amendment No. 4 to the PSDA relating to the adjusted percentages to be applied to the Luxury Hotel TOT Covenant Agreement.

5. REMAINING PROVISIONS IN FULL FORCE AND EFFECT. Except as modified by this Covenant Second Amendment, the terms and conditions set forth in the Luxury Hotel TOT Covenant Agreement shall remain in full force and effect.

6. COUNTERPARTS. This Covenant Second Amendment may be executed in counterparts, each of which, when this Covenant Second Amendment has been signed by all of the parties hereto, shall be deemed an original, and each such counterpart shall constitute one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Covenant Second Amendment to be effective as of the Covenant Second Amendment Effective Date.

“CITY”

CITY OF LA QUINTA, a California municipal corporation and charter city

Date: _____, 2023

By: _____
Jon McMillen, City Manager

ATTEST:

By: _____
Monika Radeva, City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

William H. Ihrke, City Attorney

[continued on next page]

“Owner”

SILVERROCK PHASE I, LLC,
a Delaware limited liability company

By: The Robert Green Company,
a California corporation
Its: Manager

Date: _____, 2023

By: _____
Name: Robert S. Green, Jr.
Its: President and Chief Executive Officer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT NO. 1

LEGAL DESCRIPTION OF SITE

Those portions of Sections 5, 6 and 8 Township 6 South, Range 7 East, San Bernardino Meridian, in the City of La Quinta, County of Riverside, State of California, described as follows:

Parcels 3 and 4 of Parcel Map 37207 per map filed in Book 242, Pages 72 through 87 inclusive, of Parcel Maps, in the office of the County Recorder of Riverside County, State of California.

EXHIBIT D

LIFESTYLE HOTEL TOT SECOND AMENDMENT

[attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
Attn: City Clerk

[SPACE ABOVE FOR RECORDER.]
EXEMPT FROM RECORDER'S FEE PER GOV. CODE §27383

AMENDMENT NO. 2 to
AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS
AFFECTING REAL PROPERTY
(Lifestyle Hotel)

This AMENDMENT NO. 2 to AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY (Lifestyle Hotel) (referred to herein as the “**Lifestyle Hotel TOT Covenant Second Amendment**” or “**Covenant Second Amendment**”) is entered into as of this ____ day of _____, 2023 (“**Covenant Second Amendment Effective Date**”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (“**City**”), and SILVERROCK PHASE I, LLC, a Delaware limited liability company (“**Owner**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS

A. Pursuant to that certain Agreement to Share Transient Occupancy Tax Revenue (Lifestyle Hotel) dated on or about November 28, 2018 (“**Lifestyle Hotel TOT Sharing Agreement**”) by and between City and Owner (defined therein as “Participant”), Owner, among other things, was required to enter into a “Hotel Management Agreement” with a City-approved “Hotel Manager” (as defined in the Lifestyle Hotel TOT Sharing Agreement) for continuous operation as the Lifestyle Hotel, and in exchange the City would make periodic payments to the Owner (as Participant) in specified amounts based on amounts of TOT collected from the “**Lifestyle Hotel**,” as set forth in that certain Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Lifestyle Hotel), dated November 28, 2018 and recorded in on even date as Instrument No. 2018-0464678, as amended by that certain Amendment No. 1 to Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property (Lifestyle Hotel) recorded on October 13, 2021, as Instrument No. 2021-0606083 (collectively, the “**Lifestyle Hotel TOT Covenant Agreement**”). That certain real property subject to the Lifestyle Hotel TOT Covenant Agreement is located in the City of La Quinta, County of Riverside, State of California, which is more particularly described in the legal description attached hereto as Exhibit No. 1 and incorporated herein by this reference (the “**Site**”).

B. City agreed to sell to Owner (or Owner’s affiliated predecessor-in-interest) the Site pursuant to that certain Purchase, Sale, and Development Agreement dated November 19, 2014 (“**Original PSDA**”), as amended by Amendment No. 1 to Purchase, Sale, and Development Agreement dated October 29, 2015 (“**Amendment No. 1**”),

EXHIBIT “D”

Amendment No. 2 to Purchase, Sale, and Development Agreement dated April 18, 2017 (“**Amendment No. 2**”), Amendment No. 3 to Purchase, Sale, and Development Agreement dated November, 28, 2018 (“**Amendment No. 3**”), Amendment No. 4 to Purchase, Sale and Development Agreement dated October 12, 2021 (“**Amendment No. 4**”) and Amendment No. 5 to Purchase, Sale and Development Agreement dated October __, 2023 (“**Amendment No. 5**”) and collectively and as may be further amended, the “**PSDA**”). The PSDA sets forth the terms and conditions for City to sell to Owner the Site and certain adjacent real property (collectively, the “**Development Property**”), and for Owner to thereafter develop and operate on the Development Property a commercial project containing hotels and associated amenities, branded residential units, a mixed use village, and a resort residential village (the “**Development Project**”).

C. Pursuant to the PSDA, Owner has agreed to develop on the Site a portion of the Development Project consisting of the hotel defined in the PSDA as the Lifestyle Hotel (the “**Hotel**”).

D. Pursuant to the PSDA, Participant is required to enter into a hotel management agreement and all ancillary agreements, including, without limitation, a technical services agreement, hotel brand licensing agreement, and use and access development agreement (collectively, a “**Hotel Management Agreement**”), with a City-approved hotel operator (the “**Hotel Operator**”), who shall be responsible for the management and operation of the Hotel pursuant to the terms of the Hotel Management Agreement.

E. Owner is required to enter into and authorize for recording this Lifestyle Hotel TOT Covenant Second Amendment as part of the City’s consideration for entering into Amendment No. 5, which, among other terms and conditions, modified the term during which rebate payments by City to Owner would be made if Owner fails to complete the Hotel by the outside completion date for the same set forth in Amendment No. 5.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Owner hereby agree as follows:

7. **DEFINED TERMS.** Except as expressly defined in this Covenant Second Amendment, all capitalized words and terms shall have the same meaning ascribed to them in the Lifestyle Hotel TOT Covenant Agreement.

8. **MODIFICATION TO TERMINATION DATE.** The definition of Termination Date set forth in Section 1 of the Lifestyle Hotel TOT Covenant Agreement is hereby deleted and replaced with the following:

“The term “**Termination Date**” shall mean the date that is the earlier of (i) the fifteenth (15th) anniversary of the Commencement Date less, if applicable, the number of days between the outside completion date for the Lifestyle Hotel under the Amendment No. 5 Revised Schedule of Performance and, if later, the date upon which Developer

EXHIBIT “D”

receives a temporary or permanent certificate of occupancy for the Lifestyle Hotel allowing the Lifestyle Hotel to be opened for business; or (ii) the date upon which this Covenant Agreement is terminated pursuant to Section 5.2 or Section 5.3.”

9. RECORDING OF THIS COVENANT SECOND AMENDMENT. Developer shall record or cause to be recorded in the Recorder’s Office this Covenant Second Amendment prior to or concurrently with the closing of the Revised Capitalization (as defined and as set forth in Amendment No. 4 to the PSDA).

10. COOPERATION OF THE PARTIES. Developer and City shall cooperate to execute (and record, if applicable) any other documents or amendments (including but not limited to amendments to the Lifestyle Hotel TOT Sharing Agreement) if necessary or convenient to memorialize the terms and conditions in Section 8.2 of Amendment No. 4 to the PSDA relating to the adjusted percentages to be applied to the Lifestyle Hotel TOT Covenant Agreement.

11. REMAINING PROVISIONS IN FULL FORCE AND EFFECT. Except as modified by this Covenant Second Amendment, the terms and conditions set forth the Lifestyle Hotel TOT Covenant Agreement shall remain in full force and effect.

12. COUNTERPARTS. This Covenant Second Amendment may be executed in counterparts, each of which, when this Covenant Second Amendment has been signed by all of the parties hereto, shall be deemed an original, and each such counterpart shall constitute one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Covenant Second Amendment to be effective as of the Covenant Second Amendment Effective Date.

“CITY”

CITY OF LA QUINTA, a California municipal corporation and charter city

Date: _____, 2023

By: _____
Jon McMillen, City Manager

ATTEST:

By: _____
Monika Radeva, City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

William H. Ihrke, City Attorney

[continued on next page]

“Owner”

SILVERROCK PHASE I, LLC,
a Delaware limited liability company

By: The Robert Green Company,
a California corporation
Its: Manager

Date: _____, 2023

By: _____
Name: Robert S. Green, Jr.
Its: President and Chief Executive Officer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

EXHIBIT NO. 1

LEGAL DESCRIPTION OF SITE

Those portions of Sections 5, 6 and 8 Township 6 South, Range 7 East, San Bernardino Meridian, in the City of La Quinta, County of Riverside, State of California, described as follows:

Parcel 7 of Parcel Map 37207 per map filed in Book 242, Pages 72 through 87 inclusive, of Parcel Maps, in the office of the County Recorder of Riverside County, State of California.

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH CARAHSOFT TECHNOLOGY CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF ZOOM CLOUD PHONE SYSTEM AND RELATED SOFTWARE

RECOMMENDATION

Approve Agreement for Contract Services with Carahsoft Technology Corporation for the purchase and implementation of Zoom Cloud Phone System and related software for a total not to exceed amount of \$164,454 for a four-year term; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The City's existing Mitel phone system (Mitel) has become a legacy system that does not provide a user-friendly experience for residents or staff based on feedback, including critical items such as dropped calls, hardware issues and backend phone software management issues.
- As the existing phone system's contract is coming to an end, staff has researched a solution that will address limited telephone system functionality by upgrading to a State approved vendor through the National Association of State Procurement Officials (NASPO)'s Government purchasing program.
- After extensive review of phone systems and service providers, the City recommends Zoom Cloud Phone System (Zoom) through Carahsoft Technology Corporation (Carahsoft).

FISCAL IMPACT

The not to exceed amount is \$164,454 over the life of the contract (a four-year term) starting from date of full execution. The initial implementation cost is \$6,600. Zoom is providing a one-time promotional signing credit of \$25,003 for year one of the Software costs. Annual cost of the software is estimated to be \$35,800. As the existing hardware will not be compatible with this new phone system, a contingency budget of \$27,125 is budgeted to address new equipment and miscellaneous contract needs during the life of this contract.

A breakdown of costs and the expenditure schedule is as follows:

Contract Services Agreement	One-Time Fees	Annually Recurring Fees	Contingency Budget
Zoom Phone Implementation	\$6,600	N/A	N/A
135 Licenses - Zoom One Business Plus (300 Meeting Capacity, Unlimited Whiteboard, Zoom Phone Pro, Zoom AI Companion, misc.)	N/A	\$32,400	N/A
Promotional Credit for Software Year One	(-\$25,003)	N/A	N/A
Webinar 1000 Annual	N/A	\$3,400	N/A
Contingency Budget (Equipment and Miscellaneous Contract Needs)	N/A	N/A	\$27,125

Estimated Annual Contract Costs

Year One Total	\$20,530
Year Two Total	\$38,933
Year Three Total	\$38,933
Year Four Total	\$38,933
Contingency	\$27,125
Contract Total	\$164,454

Estimated Budget Expenditure Schedule

Fiscal Year	Account No.	Expenditure
FY 2023/2024	502-0000-60301 (Software Licenses)	\$13,930
	502-0000-71049 (Implementation)	\$6,600
FY 2024/2025	502-0000-60301	\$38,933
FY 2025/2026	502-0000-60301	\$38,933
FY 2026/2027	502-0000-60301	\$38,933
FY 2023 - 2027	502-0000-80100 (Equipment)	\$27,125
Total		<u>\$164,454</u>

BACKGROUND/ANALYSIS

In 2018, the City conducted a Request for Proposals (RFP) and implemented the Mitel phone system and voicemail platform by Intelesys. This system works through Voice over Internet Protocol (VoIP) and serves all City facilities with physical desk phones. The existing Mitel phone system has reached a point in its lifecycle where license expansion is becoming too costly, there is limited telework functionality, hardware support is no longer available, and the system has reached the end of support by Intelesys.

To address these limitations, identify a solution to the aforementioned issues described by residents and staff, and ensure a robust and secure communication platform moving forward, staff conducted research of phone systems that will provide a more stable environment. After review and discussion, staff recommends a four-year agreement to switch the City's phone system to Zoom Cloud Phone System. A one-time credit will apply in year one of the agreement in the amount of \$25,003 (Attachment 1). Carahsoft, a reseller of Zoom, is an approved vendor through the Government purchasing program, NASPO (Attachment 2), and will allow the City to bundle the proposed Zoom phone system with the City's existing annual Zoom meetings and webinar subscription. This cloud phone system will accommodate growth, enhanced remote access, eliminate the need for physical hardware through softphone integration with all computer workstations, and provide stability during times of critical need by having a redundancy policy in place that allows seamless transition between the internet and cellular signal to maintain phone system connectivity.

Implementation of the phone system during year one will cost \$6,600, and result in installation of Zoom Softphones on all workstations, allowing staff to remain mobile in the event of meetings, conferences, remote work, and handoffs to other staff. Hardware needs will be assessed during this implementation process, with proposed desk phones, where necessary, to be purchased and setup for critical areas such as the City's concierge desk. The City will be the first amongst the Coachella Valley cities to implement Zoom Cloud Phone System, with nearby agencies of City of Perris and County of Imperial also currently working to implement Zoom Cloud Phone Systems.

An annual cost comparison of the City's current Mitel phone system and Zoom Cloud Phone System shows an annual cost savings of \$1,201 for the new phone service.

Mitel (Existing)	\$33,601
Zoom (Proposed)	\$32,400
<i>Cost Savings Annually</i>	<i>\$1,201</i>

Also, the City will achieve additional economies of scale, as implementing the Zoom Cloud phone system will allow the City to bundle its existing contract with Zoom for virtual meetings and webinars software, at current costs of \$899/month, for an annual total of \$10,788, and no longer incur this annual expense as these services are included in the proposed agreement.

Further, the functionality of Zoom’s Cloud Phone System is superior to the City’s existing Mitel phone system:

<i>Zoom</i>	<i>Mitel</i>
✓ Internet and Cellular Data Redundancy/Transition	× At the mercy of phone outages as seen during Tropical Storm Hilary and other Phone Provider Outages
✓ Softphone Functionality	× Hardware Limited, Softphone Software Tested and Not Sufficient
✓ Chat Function, Document Function, Whiteboard Collaboration	× None of these features
✓ Video Meeting Function	× Not Available

The City will retain the existing Webinar 1000 service for all Council and Commission Meetings as part of this contract.

ALTERNATIVES

Council may elect to not pursue this contract, and direct Staff to return with alternative opportunities.

Prepared by: Doug Kinley, Management Analyst
 Approved by: Gilbert Villalpando, Director

- Attachments: 1. Zoom Cloud Phone System Contract Services Agreement
 2. State of California Participating Addendum No. 7-17-70-40-05:
 Utah NASPO ValuePoint Master Agreement No. AR2472

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 **Carahsoft Technology Corporation, a Virginia S-Corporation and IT Solutions Provider** with a place of business at **11493 Sunset Hills Road, Reston, VA 20190** (“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 **Cloud Meeting and Phone System Software**, as specified in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein by this reference (the “Services”). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “industry standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

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

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

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

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

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

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee.

Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

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

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed **One Hundred Sixty Four Thousand Four Hundred Fifty Four Dollars (\$164,454)**, 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 October 31, 2023, and terminate on October 31, 2027 ("Initial Term"). This**

Agreement may be extended for three 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) Zoom Team at Carahsoft Technology Corporation
11493 Sunset Hills Road, Ste 100
Reston, VA 20190
ATTN: Billy Turk
Billy.Turk@Carahsoft.com
571-662-3323

(b) City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
ATTN: City Manager’s Office (IT)
Technology@LaQuintaCA.Gov
760-777-7000

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

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with

any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from

Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

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

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

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

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

provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

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

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

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

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

8. ENFORCEMENT OF AGREEMENT.

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

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

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

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

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

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

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

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

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

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA
Attention: City Manager's Office
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

CARASOFT TECHNOLOGY
CORPORATION
Attention: Zoom Team – Billy Turk
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

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

CARAHSOFT TECHNOLOGY
CORPORATION, a Virginia S-
Corporation

JON McMILLEN, City Manager
City of La Quinta, California

By: _____

Name: _____

Dated: _____

Title: _____

Date: _____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A
Scope of Services

1. Carahsoft Professional Services – Partner Statement of Work for Zoom Phone Deployment Services

[See Attached]



Partner Statement of Work for Zoom Phone Deployment Services

This Partner Statement of Work for Professional Services (“SOW”) between City of La Quinta and **Carahsoft** (“Partner”) is effective on the date of the latest signature on this SOW (“Effective Date”) and is governed by the applicable Zoom Partner Professional Services Schedule found at <https://mypartnerportal.zoom.us/playbooks/partner-professional-services-terms/> (any contracts, terms, policies, guides, or documents referenced or incorporated therein) (unless Partner and Zoom have otherwise entered a written agreement for Professional Services, in which case such written agreement will govern) (“Partner Agreement”). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Partner Agreement.

Flow Down Terms. Exhibit 2 (*Project Scope of Work*) to this SOW describes the Professional Services being purchased by Partner. Partner shall (or, if applicable, shall cause its Indirect Reseller/Affiliate to) incorporate Exhibit 2 and any appendices attached thereto verbatim, as well as all flow down terms and conditions required in the Partner Agreement, into (1) the Customer Agreement that Partner (or if applicable, its Indirect Reseller/Affiliate) enters into with Customer; and/or (2) the Company Orders that Partner (or if applicable, its Indirect Reseller/Affiliate) enters into with the Customer, for the resale of Professional Services.

Project Scope Acknowledgement. This SOW describes the objectives, Deliverables, locations, Professional Service Fees, and other components that are included in this Project. Partner acknowledges that the delivery, installation, testing, and payment for the Professional Services rendered under this SOW for any specific location is not dependent on the delivery, installation, testing, and payment for the Professional Services for any other location or location(s).

Bill To:	Delivered To:
Carahsoft 11493 Sunset Hills Rd Reston, VA 20190 USA	City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 USA
Contact: Zak Kennedy Phone: (703) 230-7430 Email: zak.kennedy@carahsoft.com	Contact: Gilbert Villalpando Phone: 760-777-7046 Email: gvillalpando@laquintaca.gov

SOW Generated/ Revised:	July 18, 2023 (valid 30 days from the generation date)
SOW Number:	PSO-027648
Zoom List Price:	\$7,125
Total Professional Service Fees: \$6,600	
Currency:	USD
Zoom Account Executive:	Elliott Simpson
Zoom Phone PSO Rep:	Michael Cisneros



Professional Services

Agreement

This SOW is entered into as of the Effective Date specified above between City of La Quinta and Carahsoft.

City of La Quinta

Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number (if applicable): _____

Exhibit 1 Professional Service Fees

Service	Description	Pricing
Zoom PS	Remote Zoom Professional Services Organization: Assessment, Design, Project Management, and Deployment. Locations and deployment type as	\$6,270



Professional Services

	indicated in Section 1 (<i>Service Scope and Locations</i>) of the Project Scope of Work (Exhibit 2).	
Total Remote Services:		\$6,600

Standard Work Hours. Unless otherwise specified, pricing is based on the Professional Services being provided during Standard Service Hours.

Invoicing Schedule. Invoices will be issued as follows:

1. 30% of the total value of this Statement of Work as identified in this Exhibit 1 shall be invoiced upon completion of company and location(s) preliminary discovery, design, and planning in the mutually agreed upon Project plan as identified in Section 2.2 in Exhibit 2 (*Project Scope of Work*). An email notification will be sent to the Partner and the Customer at the completion of such phase.
2. Remaining Statement of Work value shall be invoiced upon the completion for each location based on the number of Zoom licenses, devices, users, and features (e.g. paging, BYOC, BYOP, etc.) deployed at each location or location. An email notification will be sent to the Partner and the Customer at the completion of each location or group of locations.

Special Terms and Notes

Any Special Terms & Notes set forth below shall take precedence over any conflicting terms contained in the Partner Agreement or Reseller Customer PS Terms, as applicable.

Locations are limited to those identified within Section 1 (*Service Scope and Locations*) of this Project Scope of Work (Exhibit 2).

Refer to Section 1 (*Service Scope and Locations*) of the Project Scope of Work (Exhibit 2) for the number of units included by each location or group of Locations.

Exhibit 2 Project Scope of Work

Customer is purchasing Zoom Professional Services through a non-Zoom entity authorized by Zoom to resell certain Professional Services, and from/through which Customer orders the Professional Services (the “Reseller”).

	Scope	Completion Criteria
Project Scope	Each location, function, and feature as identified in Section 1 (<i>Service Scope and Locations</i>).	Completion of all Professional Services described in this Project Scope of Work, for each location identified.



Professional Services

1. Service Scope and Locations

Zoom will perform the tasks listed in this Project Scope of Work remotely, for the following Zoom Phone user/license count(s), features, functions, and/or locations:

Standard Service Scope:

Standard Service Scope:	
Existing PBX: Mitel	Phone Source: Purchasing New Phones

Total Users to Deploy: 135		Location Demographics:	
User/ Devices with DID's: Includes 135 DID's	135	# Locations 1 to 25 Users:	3
Users/ Devices with NO DID:	0	# Locations 26 – 50 Users:	1
		# Locations over 50 Users:	1

Virtual Desktop Infrastructure (VDI) in Use?:		No	
DID's, Porting, and Site Count:			
DID's to be used:	135	Total Number of Locations:	5
Additional DID's to be parked:	0	# Native Locations:	5
Toll-Free Numbers:	0	# BYOC Locations:	0
		# Carrier Peering:	0
		# Direct Connect:	0

Queues and Auto-Receptionists:			
Auto-Receptionists/ Queues Included up to:	21	Additional AR's:	0
		Additional Queues:	0

Emergency Services (E911):	Nomadic
-----------------------------------	---------

Optional Services:	
Bulk Phone Reprovisioning:	Not Included
# BYOC Required:	Not Included
Carrier Peering:	Not Included
Direct Connect:	Not Included
SSO Configuration Assistance:	Not Included
SIP Paging:	Not Included
Contact Center Integration:	Not Included
Analog Requirements:	Not Included
Premise Peering:	Not Included
On-Site Services:	Not Included
Zoom Phone Local Survivability:	Not Included

Project Assumptions:
 1) Only those Zoom Phone features and functions Generally Available at the time of SOW execution shall be included in this project scope.

Locations:

Qty	Country	Default Deployment Type	Qty Native	Qty BYOC	Qty Direct Connect	Qty Carrier Peering	# sites 1-25 users	# sites 26-50 users	# sites 50+ users
5	United States	Native	5	0	0	0	3	1	1



Professional Services

2. General

- 2.1. Selection and assignment of a designated TPM and Zoom Project Engineer (“PE”) by Zoom.
- 2.2. Project Management
 - 2.2.1. The TPM will be responsible for the following activities in connection with this Project Scope of Work:
 - 2.2.2. Alignment of Project goals and scope with Customer expectations during Project initiation/ kick-off;
 - 2.2.3. Internal and external Project kick-off sessions;
 - 2.2.4. Creation and management of Project governance, including but not limited to:
 - 2.2.4.1. Mutually agreed upon Master Project plan and schedule;
 - 2.2.4.2. Roll Out Communication plan, Project resource requirements, escalation process, change control, and test plan;
 - 2.2.4.3. Project Action and risk register;
 - 2.2.5. Completion of resource assignments and scheduling in alignment with the master Project schedule;
 - 2.2.6. Management of Project documentation;
 - 2.2.7. Management of Project timelines in alignment and via consensus with the Customer designated internal Project manager or single point of contact;
 - 2.2.8. Identification, communication, and mitigation of Project risks and issues;
 - 2.2.9. Development, review, authoring, implementation, and managing any mutually agreed upon interventions to achieve Project outputs;
 - 2.2.10. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
 - 2.2.11. Completing scoped migration and go live support; and
 - 2.2.12. Performing closure procedures at the conclusion of Project activities.

3. Zoom Phone Discovery

- 3.1. The TPM and/or PE will partner with the Customer to schedule high-level Discovery session(s) with Customer’s point of contact(s). The location(s) and number of users involved in the Discovery process are set forth in Section 1 (*Service Scope and Locations*) of this Project Scope of Work. The Zoom Project Team will work with the Customer to complete the preliminary Discovery document(s).
- 3.2. **Preliminary Discovery**
 - 3.2.1. Customer’s implementation strategy;
 - 3.2.2. Identify Customer Project team members and responsibilities;
 - 3.2.3. Identify and document all locations and addresses to be deployed;
 - 3.2.4. Develop high-level Project timeline for location deployments and cut-overs;
 - 3.2.5. Document risk-factors that may impact cut-over schedule;
 - 3.2.6. Document Zoom Portal company settings and standards;
- 3.3. **Location-specific Discovery (as applicable to the custom services being provided)**
 - 3.3.1. User and Device Information;
 - 3.3.2. Porting data/information (Direct Inward Dial [“DID”] and Toll Free Numbers);
 - 3.3.3. Call flow(s);
 - 3.3.4. Dial plan requirements (as needed);
 - 3.3.5. Premise Peering (PSTN/PBX) Requirements;
 - 3.3.6. Zoom Phone SSO if required
 - 3.3.7. Roles and Permissions;
- 3.4. **Zoom Phone Readiness Review**
 - 3.4.1. Zoom Phone Readiness Review will be conducted for each location/location(s) identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work to include:
 - 3.4.1.1. Wired Network test results
 - 3.4.1.2. Wireless Network test results



Professional Services

- 3.4.2. The Zoom Phone Readiness review shall contain statistics and metrics on the Customer's current network environment to ensure Customer's network is configured for optimal Zoom performance.
- 3.4.3. PE will provide recommendations, as needed, to resolve network connectivity issues.
- 3.4.4. Additional network reviews or consultations are available to the Customer via a separate, executed Project Scope of Work.
- 3.5. Go-Live Readiness requirements.
- 3.6. All Discovery documents, Preliminary and Location-Specific, are reviewed and approved by Customer and Zoom Project Team prior to moving to deployment.
- 3.7. Delay in completing and returning any Zoom requested documentation may result in an adjustment of the Project timeline.

4. Data Requirements and Preparation

- 4.1. Zoom will provide the Customer templates for collecting required data for implementation. Items which may be identified and documented are the following:
 - 4.1.1. User List.
 - 4.1.2. Location information.
 - 4.1.3. Direct Inward Dial (DID) Phone numbers.
 - 4.1.4. Current extensions.
 - 4.1.5. Desktop Phone information.
 - 4.1.6. Call Queues (hunt groups) including call distribution methodology (simultaneous ring, sequential ring, rotating ring, etc.).
 - 4.1.7. IVR/Auto Receptionist.
 - 4.1.8. Multi-line appearance (typically used by Administrative Assistants).
 - 4.1.9. Additional items as specified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work:
 - 4.1.9.1. Required information for configuring the Zoom's BYOC Trunk Group in the event that Premise Peering PSTN (a.k.a. Bring Your Own Carrier, "BYOC");
 - 4.1.9.2. Zoom certified analog gateway ("ATA") devices;
 - 4.1.9.3. Zoom certified paging systems;
 - 4.1.9.4. Premise peering;
- 4.2. Customer will provide the required information utilizing the Zoom provided templates with the data requested above to Zoom.
- 4.3. Zoom will enter and configure the data provided into the Zoom Phone System.

5. Zoom Deployment Services

- 5.1. Zoom Professional Services typically performs all services remotely. Remote delivery/deployment services include:
 - 5.1.1. Creation of:
 - 5.1.1.1. Location information;
 - 5.1.1.2. Auto-receptionists;
 - 5.1.1.3. Queues;
 - 5.1.1.4. Call flow(s);
 - 5.1.1.5. User creation and provisioning;
 - 5.1.1.6. Perform Network Readiness Review per Project Plan Schedule;
 - 5.1.2. Porting of DID numbers identified and documented in the Location Discovery exercise.
 - 5.1.3. Configuration of Zoom supported desktop phones in Zoom Portal;
 - 5.1.4. Recommendations for handset placement and testing;
 - 5.1.5. Provisioning of Zoom certified desktop phones via the Zoom Portal;
 - 5.1.6. Coordination of end-user training sessions delivered by Zoom Customer Success Manager;
 - 5.1.7. Perform coordinated testing with the Customer;



Professional Services

- 5.1.8. Provide Customer with basic template for Customer-specific testing plan;
- 5.2. Alpha testing;
- 5.3. Guidance and standard template(s) for Customer-conducted beta testing;
- 5.4. Cut-over preparation.
- 5.5. Hypercare which provides port-implementation support for a period of ten (10 Business days).
- 5.5.1. Non-implementation-related support will be provided by Zoom Technical Support in accordance with the level of support the Customer is entitled to receive;
- 5.6. Document open issues and enhancement requests in a Project log.
- 5.7. Perform formal Project closure processes.
- 5.8. Transition the Customer from deployment to sustaining services (e.g. Zoom Technical Support and Customer Success Manager services).
- 5.9. The following services below will be performed if indicated in Section 1 (*Service Scope and Locations*) of the Project Scope of Work:
 - 5.9.1. **Premise Peering PSTN (BYOC)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.1.1. Connect to existing carrier;
 - 5.9.1.2. Provide the Customer with specifications required for a BYOC connection;
 - 5.9.1.3. Complete Zoom portal configuration once SBC device(s) are installed and configured by the Customer on their network;
 - 5.9.1.4. Zoom complete the provisioning of the SIP trunk between Zoom and the Customer's SBCs or through the Carrier Exchange (Carrier Peering);
 - 5.9.1.5. Coordinated testing between Zoom and the Customer to verify that the trunk is established;
 - 5.9.1.6. Provide cut-over support.
 - 5.9.2. **Premise Peering PBX (BYOP)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.2.1. Provide the Customer with specifications required for a Premise Peering PBX connection;
 - 5.9.2.2. Complete Zoom Portal configuration once SBC device is installed and configured by the Customer on their network;
 - 5.9.2.3. Zoom will complete the provisioning of the SIP trunk between Zoom and the Customer's SBC(s);
 - 5.9.2.4. Provide cut-over support.
 - 5.9.3. **Analog Telephone Adapter/Gateway** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.3.1. Complete Zoom Portal configuration once the Adapter/Gateway is installed and configured by the Customer;
 - 5.9.3.2. Coordinate testing between Zoom and the Customer;
 - 5.9.3.3. Provide cut-over support.
 - 5.9.4. **Paging** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.4.1. Complete Zoom Portal configuration of Zoom-supported paging devices once devices are installed and configured by the Customer;
 - 5.9.4.2. Coordinated testing between Zoom and the Customer
 - 5.9.4.3. Provide cut-over support.
 - 5.9.5. **Zoom Phone Local Survivability (ZPLS)**
 - 5.9.5.1. Provide the Customer with specifications required for a ZPLS;
 - 5.9.5.2. Register Zoom Node to Zoom Cloud;
 - 5.9.5.3. Perform configuration for local survivability within the Zoom Admin Portal;
 - 5.9.5.4. Perform initial alpha testing;
 - 5.9.5.5. Provide cut-over assistance.

6. Standard Remote Service Hours



Professional Services

6.1. Unless otherwise specified, Zoom performs the Professional Services during Standard Service Hours.

7. Customer Responsibilities and Project Scope of Work Exclusions

- 7.1. The Customer is responsible for all aspects not specifically included in this Project Scope of Work. Out of scope and Customer Responsibility items include, without limitation:
 - 7.1.1. Install, provision, configure, and ensure users are proficient on the Zoom Meeting client.
 - 7.1.2. Purchase required Zoom Phone licenses and Calling Plan(s).
 - 7.1.3. Provide all necessary information and data for DID porting and deployment, including but not limited to:
 - 7.1.3.1. Listing of all users with usernames, email addresses, DID's, Extensions, and location, all pages of all current applicable phone bills for all locations requiring porting services, procure Customer Service Reports ("CSR") from existing carrier(s) for all locations and accounts requiring porting services, service addresses and Authorized Contacts for each phone bill/ carrier account; and BTN for each phone bill/ carrier account.
 - 7.1.4. Customer shall use Zoom-provided templates for all data compilation exercises.
 - 7.1.5. Customer understands and agrees that they are responsible for gathering and assembling all data from any legacy systems.
- 7.2. Order and procure desktop phones, headsets, and conference room audio devices as required, and other equipment.
- 7.3. LAN/WAN infrastructure:
 - 7.3.1. Network requirements for Zoom products as identified on the Zoom support website and/or network modifications as recommended by Zoom PSO.
- 7.4. Configuration and software installation on customer PCs.
- 7.5. Customizations on individual User endpoints, or phone settings.
- 7.6. Phones or devices being deployed by Customer that are not defined on Zoom's Supported Device Listing on Zoom's support website at: <https://support.zoom.us/hc/en-us/articles/360001299063-Certified-Zoom-Phone-devicesHeadsets>.
- 7.7. Customer-side premise trunk configuration, diagnostics, and/or troubleshooting.
- 7.8. Customer mobile device configuration, diagnostics, and/or troubleshooting.
- 7.9. Post-Deployment End-user support.
- 7.10. Post-Deployment Moves, Adds, and Change activities (MACD).
- 7.11. Unless otherwise specified, Customer is responsible for:
 - 7.11.1. Third Party software and/or hardware integration configuration, decommissioning, and/or troubleshooting, including but not limited to other telephony systems, network equipment, and software applications. Configuration, deployment, support, and troubleshooting of any desk phones, devices, headsets, and equipment that are not supported by Zoom Phone.
- 7.12. New or existing SBC installation, configuration
- 7.13. New or existing installation and configuration of Analog Gateways and analog devices (e.g. fax, doorbells, paging, emergency phones, etc.)
- 7.14. Development of customized user guides, documentation, references, training materials, etc.
- 7.15. Customer to provide all pre-recorded greetings and prompts.
- 7.16. Cross-location coordination and gathering of required information.

8. Customer's Telephone Number Porting

- 8.1. The Customer is responsible for authorizing the telephone number porting by Zoom via the approval and signature of the standard Zoom Letter of Authority ("LOA"). Zoom shall provide guidance on porting data collection and shall assist with submission of porting request(s). This effort pertains to those locations identified in Section 1 (*Service Scope and Locations*). The parties acknowledge and agree that Zoom is not responsible for and does not control the portability of any individual number or group of numbers, and



Professional Services

the Professional Services completion shall not be withheld by Customer for any delays arising from or relating to the porting of the numbers.

- 8.2. Customer agrees to the porting process and timelines as detailed in the Zoom Support Article: Common Issues and Questions for Porting at <https://support.zoom.us/hc/en-us/articles/360036099112-Common-issues-and-questions-for-porting> .
- 8.3. Notwithstanding paragraph 8.1 above, the Zoom Project Team and Customer will jointly own the porting responsibility by performing the following tasks for each location together:
 - 8.3.1. The TPM shall manage initial submission of port requests and any subsequent LOA modifications and submissions.
 - 8.3.2. Customer shall endorse all appropriate LOAs as requested by Zoom using the then current LOA form provided to Customer by Zoom
 - 8.3.3. Customer shall provide to Zoom as requested:
 - 8.3.3.1. All pages of all recent phone bills for those locations requiring the porting of DID's.
 - 8.3.3.2. Customer Service Reports and/or Requests for Information from current carriers and authorized signer for each location.
 - 8.3.3.3. Porting submissions will include numbers mapped to correct location as "company" numbers or Direct Dial phone numbers.

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed **One Hundred Sixty Four Thousand Four Hundred Fifty Four (\$164,454)** (“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.

[See Attached]

- 1. Zoom Quote: 41095227 – Implementation Scope of Services and Fee**
- 2. Zoom Quote: 40042876 – Zoom Software (Phone and Meeting)**
- 3. Carahsoft Quote: Q2209484 – Zoom Order Form for Software Services to Start**

EXHIBIT B ITEM NO. 1 - IMPLEMENTATION COSTS
ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
 WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

TO: Reyna Camarena
 Procurement
 La Quinta
 78495 Calle Tampico
 La Quinta, CA 92253 USA

FROM: Billy Turk
 Zoom Team at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: rcamarena@laquintaca.gov

EMAIL: Billy.Turk@carahsoft.com

PHONE: (760) 777-7046

PHONE: (571) 662-3323

FAX:

TERMS: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472
 Contract Term: 09/15/17 - 09/15/26
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 41095227
QUOTE DATE: 10/03/2023
QUOTE EXPIRES: 11/02/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$6,600.00

TOTAL QUOTE: \$6,600.00

Paid Period Start Date: October 31, 2023

Credit of \$25,003.72 applied to total 4 year cost

4 year cost minus Credit = \$124,064.72

Licensee agrees that any order for public sector customers will be governed by the terms and conditions of the Zoom Terms of Service which are found at https://www.carahsoft.com/application/files/3115/7246/0744/Zoom_TOS_-_Final_10.19.pdf.

The Privacy Policy has been updated and may be found here <https://zoomgov.com/privacy>.

The Terms of Service for non public sector customers may be found here <https://zoom.us/terms>.

Overage charges can be incurred for cloud recording and audio conferencing licenses. Policy and pricing information may be found here <https://support.zoom.us/hc/en-us/articles/360060661511-Cloud-recording-storage-capacity>
<https://zoom.us/zoomconference/rates>

Please note provisioning of Zoom licenses can take 4-7 business days

EXHIBIT B ITEM NO. 2 - Software Costs

ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
 WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

TO: Reyna Camarena
 Procurement
 La Quinta
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FROM: Billy Turk
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PHONE: (571) 662-3323

FAX:

TERMS: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472
 Contract Term: 09/15/17 - 09/15/26
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 40042876
QUOTE DATE: 10/03/2023
QUOTE EXPIRES: 11/02/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$149,068.44

TOTAL QUOTE: \$149,068.44

150

ZOOM PRICE QUOTATION

[CLICK HERE to Return to Agenda](#)



ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
 WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
8	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 1000 Annual Quantity: 1 Carahsoft Technology Corporation - CPP-POINT-F		\$0.99 COOP	3434.34	\$3,400.00
9	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE		\$0.01 COOP	146711	\$1,467.11
YEAR 3 SUBTOTAL:						\$37,267.11
YEAR 4						
10	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom One Business Plus US/Canada Annual Quantity: 135 Carahsoft Technology Corporation - CPP-POINT-F		\$0.99 COOP	32727.2727	\$32,400.00
11	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 1000 Annual Quantity: 1 Carahsoft Technology Corporation - CPP-POINT-F		\$0.99 COOP	3434.34	\$3,400.00
12	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE		\$0.01 COOP	146711	\$1,467.11
YEAR 4 SUBTOTAL:						\$37,267.11
SUBTOTAL:						\$149,068.44
TOTAL PRICE:						\$149,068.44
TOTAL QUOTE:						\$149,068.44

Paid Period Start Date: October 31, 2023

Credit of \$25,003.72 applied to total 4 year cost

4 year cost minus Credit = \$124,064.72 (Final PO)

Year 1 Software cost - \$12,263.39

Licensee agrees that any order for public sector customers will be governed by the terms and conditions of the Zoom Terms of Service which are found at https://www.carahsoft.com/application/files/3115/7246/0744/Zoom_TOS_-_Final_10.19.pdf.

The Privacy Policy has been updated and may be found here

<https://zoomgov.com/privacy>.

The Terms of Service for non public sector customers may be found here

<https://zoom.us/terms>.

Overage charges can be incurred for cloud recording and audio conferencing licenses. Policy and pricing information may be found here

<https://support.zoom.us/hc/en-us/articles/360060661511-Cloud-recording-storage-capacity>

<https://zoom.us/zoomconference/rates>

Please note provisioning of Zoom licenses can take 4-7 business days



Order Form Number: Q2209484
Valid Until: 10/31/2023

**Presented by Carahsoft Reseller ZfG on behalf of Zoom Video Communications, Inc
Zoom Video Communications Inc. ('Zoom')**
55 Almaden Blvd, 6th Floor
San Jose, CA

<p>Billed To</p> <p>Customer: City of La Quinta Account Legal Name:CITY OF LA QUINTA Contact Name: Billy Turk 11493 Sunset Hills Road Reston, Virginia 20190, United States Email Address: billy.turk@carahsoft.com Phone: 5716623323</p>	<p>Sold To</p> <p>Customer: City of La Quinta Account Legal Name:CITY OF LA QUINTA Contact Name: Reyna Camarena 78495 Calle Tampico La Quinta, California 92253, United States Email Address: rcamarena@laquintaca.gov Phone: (+1) 7607777046</p>
<p>Auto Renew: No Initial Paid Subscription Term: 48 Month Paid Period Start Date: 10/27/2023</p>	<p>Billing Method: Email Currency: USD Payment Term: Net 45</p>

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by the Zoom Terms of Service found at <https://explore.zoom.us/en/terms/> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

Carahsoft Reseller ZfG is authorized to present this quote on behalf of Zoom.

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Zoom One Business Plus US/Canada Annual	Annual	135	USD 240.00	USD 32,400.00
Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
Webinar 1000 Annual	Annual	1	USD 3,400.00	USD 3,400.00

(Before Taxes)	
Annual Payment:	USD 35,800.00

Payment Schedule Summary (Before Taxes)
First Payment: USD 35,800.00

Other Terms & Notes

Special Notes:

'Whiteboard Named Host' means a user of Zoom Whiteboard, licensed hereunder. A Whiteboard Named Host license may not be shared or used by anyone other than the individual to whom the Whiteboard Named Host license is assigned. Customer may reassign licenses as needed within their account. A Whiteboard Named Host may be the owner of an unlimited number of concurrent whiteboard files, with the ability to edit all such files, subject to Customer's cloud storage capacity limits.

Customer's acceptance of this order, including any amounts credited back to Customer as part of the pricing and discounting for this order, is permitted under applicable law.

- Customer will receive a one-time credit in the amount of USD 25003.72. Such credit will be applied to the initial invoice(s) for this order.

Other:

Named Host - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 200 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.

Zoom One Business Plus: Zoom One Business Plus Named Host Plan includes 300 meeting capacity, unlimited whiteboards, Zoom Phone Pro, Translated Captions and Unlimited Regional Calling, Zoom Scheduler, and Workspace Reservation, Zoom Notes and Zoom AI Companion.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see <https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html>).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
 Y means Zoom Phone for country is Enabled upon provisioning
 N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free	Callout
Country Landline Rate Mobile Rate Enabled Status	Country Landline Rate Mobile Rate Enabled Status
Not Applicable	ANTIGUA AND BARBUDA 1.0218 \$ 1.0486 \$ Y ARGENTINA 0.1156 \$ 0.5623 \$ Y AUSTRIA 0.0501 \$ 0.23 \$ Y BULGARIA 0.1186 \$ 0.8406 \$ Y BOLIVIA (PLURINATIONAL STATE OF) 0.5155 \$ 0.8003 \$ Y BONAIRE, SAINT EUSTATIUS AND SABA 0.7028 \$ 0.7028 \$ Y BOTSWANA 0.436 \$ 0.9398 \$ Y

COCOS (KEELING) ISLANDS | 0.4552 \$ | 0 \$ | Y
 CURAÇAO | 0.2813 \$ | 0.7028 \$ | Y
 CHRISTMAS ISLAND | 0.4552 \$ | 0 \$ | Y
 CYPRUS | 0.0953 \$ | 0.2861 \$ | Y
 GERMANY | 0.0353 \$ | 0.1434 \$ | Y
 DOMINICAN REPUBLIC | 0.1716 \$ | 0.3824 \$ | Y
 ALGERIA | 0.3773 \$ | 2.1167 \$ | Y
 ECUADOR | 0.5392 \$ | 0.7572 \$ | Y
 WESTERN SAHARA | 0.5182 \$ | 0 \$ | Y
 SPAIN | 0.0381 \$ | 0.1832 \$ | Y
 FINLAND | 0.8584 \$ | 0.864 \$ | Y
 GRENADA | 1.0196 \$ | 1.2758 \$ | Y
 GREECE | 0.0911 \$ | 0.3357 \$ | Y
 HONG KONG SAR | 0.0863 \$ | 0.1333 \$ | Y
 INDONESIA | 0.1486 \$ | 0.2407 \$ | Y
 ISRAEL | 0.0639 \$ | 0.1161 \$ | Y
 INDIA | 0.0915 \$ | 0.0837 \$ | Y
 JORDAN | 0.6552 \$ | 0.8567 \$ | Y
 KENYA | 0.9342 \$ | 0.7235 \$ | Y
 CAYMAN ISLANDS | 0.7259 \$ | 0.4934 \$ | Y
 KAZAKHSTAN | 0.3587 \$ | 0.6853 \$ | Y
 SAINT LUCIA | 0.9581 \$ | 0.5276 \$ | Y
 MALAYSIA | 0.1001 \$ | 0.0918 \$ | Y
 NETHERLANDS | 0.0913 \$ | 0.4453 \$ | Y
 NEW ZEALAND | 0.0567 \$ | 0.2556 \$ | Y
 OMAN | 0.5335 \$ | 1.1352 \$ | Y
 PANAMA | 0.0485 \$ | 0.994 \$ | Y
 PHILIPPINES | 0.5808 \$ | 0.7074 \$ | Y
 POLAND | 0.137 \$ | 0.3728 \$ | Y
 PORTUGAL | 0.026 \$ | 0.1545 \$ | Y
 RÉUNION | 0.3569 \$ | 0.6072 \$ | Y
 ROMANIA | 0.0812 \$ | 0.2815 \$ | Y
 RUSSIAN FEDERATION | 0.1054 \$ | 0.8892 \$ | Y
 SINGAPORE | 0.0329 \$ | 0.0335 \$ | Y
 SLOVENIA | 0.1855 \$ | 1.1228 \$ | Y
 UKRAINE | 0.5868 \$ | 1.0755 \$ | Y
 URUGUAY | 0.2285 \$ | 0.8432 \$ | Y
 HOLY SEE (VATICAN CITY) | 0.0082 \$ | 0 \$ | Y
 VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 \$ | 0.2809 \$
 | Y
 VIRGIN ISLANDS (U.S.) | 0.9646 \$ | 1.5308 \$ | Y
 ASCENSION ISLAND | 1.8943 \$ | 1.065 \$ | Y
 ANDORRA | 0.1589 \$ | 0.348 \$ | Y
 UNITED ARAB EMIRATES | 0.6535 \$ | 0.6535 \$ | Y
 AFGHANISTAN | 0.3124 \$ | 0.3766 \$ | Y
 ANGUILLA | 1.0442 \$ | 1.0442 \$ | Y
 ALBANIA | 0.2534 \$ | 0.7026 \$ | Y
 ARMENIA | 0.3098 \$ | 0.3455 \$ | Y
 NETHERLANDS ANTILLES | 0.1956 \$ | 0.15 \$ | Y
 ANGOLA | 0.6882 \$ | 0.5871 \$ | Y
 AMERICAN SAMOA | 0.3267 \$ | 0.3267 \$ | Y
 AUSTRALIA | 0.0443 \$ | 0.182 \$ | Y
 ARUBA | 0.1557 \$ | 0.3294 \$ | Y
 AZERBAIJAN | 0.434 \$ | 0.5256 \$ | Y
 BOSNIA AND HERZEGOVINA | 0.6177 \$ | 1.313 \$ | Y
 BARBADOS | 0.972 \$ | 1.0238 \$ | Y
 BANGLADESH | 0.1703 \$ | 0.1697 \$ | Y
 BELGIUM | 0.308 \$ | 0.5272 \$ | Y
 BURKINA FASO | 0.5944 \$ | 0.6532 \$ | Y
 BAHRAIN | 0.4356 \$ | 0.5154 \$ | Y
 BURUNDI | 0.788 \$ | 0.8907 \$ | Y
 BENIN | 0.602 \$ | 0.5223 \$ | Y
 BERMUDA | 0.3216 \$ | 0.3216 \$ | Y
 BRUNEI DARUSSALAM | 0.1424 \$ | 0.0558 \$ | Y
 BRAZIL | 0.0524 \$ | 0.2582 \$ | Y
 BAHAMAS | 0.6278 \$ | 0.6278 \$ | Y
 BHUTAN | 0.1257 \$ | 0.1025 \$ | Y
 BELARUS | 0.6629 \$ | 0.6641 \$ | Y
 BELIZE | 1.533 \$ | 1.533 \$ | Y
 CANADA | 0.0355 \$ | 0.0355 \$ | Y
 CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 \$ | 0.7109 \$
 | Y
 CENTRAL AFRICAN REPUBLIC | 1.0972 \$ | 0.8121 \$ | Y
 COTE D'IVOIRE | 0.67 \$ | 0.7129 \$ | Y
 COOK ISLANDS | 1.5994 \$ | 1.3205 \$ | Y
 CHILE | 0.1132 \$ | 0.5309 \$ | Y
 CAMEROON | 0.4107 \$ | 0.5179 \$ | Y
 CHINA | 0.0395 \$ | 0.0395 \$ | Y
 COLOMBIA | 0.117 \$ | 0.1003 \$ | Y
 COSTA RICA | 0.1231 \$ | 0.3139 \$ | Y
 CABO VERDE | 0.5317 \$ | 0.3612 \$ | Y

CZECHIA | 0.113 \$ | 0.2348 \$ | Y
 DJIBOUTI | 0.7215 \$ | 0.5718 \$ | Y
 DENMARK | 0.0327 \$ | 0.1404 \$ | Y
 DOMINICA | 1.0227 \$ | 0.7727 \$ | Y
 ESTONIA | 2.1381 \$ | 2.0891 \$ | Y
 EGYPT | 0.4326 \$ | 0.6226 \$ | Y
 ERITREA | 0.7029 \$ | 0.4078 \$ | Y
 ETHIOPIA | 0.4027 \$ | 0.3803 \$ | Y
 FIJI | 1.5038 \$ | 0.7631 \$ | Y
 FALKLAND ISLANDS (MALVINAS) | 1.9702 \$ | 1.9702 \$ | Y
 MICRONESIA (FEDERATED STATES OF) | 0.8686 \$ | 0.8308 \$ | Y
 FAROE ISLANDS | 0.1524 \$ | 0.0288 \$ | Y
 FRANCE | 0.0329 \$ | 0.126 \$ | Y
 GABON | 0.6246 \$ | 0.6921 \$ | Y
 UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y
 GEORGIA | 0.8426 \$ | 1.1833 \$ | Y
 FRENCH GUIANA | 0.2043 \$ | 0.1204 \$ | Y
 GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y
 GHANA | 1.1366 \$ | 1.1366 \$ | Y
 GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y
 GREENLAND | 1.125 \$ | 0.3228 \$ | Y
 GAMBIA | 0.6642 \$ | 0.801 \$ | Y
 GUINEA | 1.1618 \$ | 0.9137 \$ | Y
 GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y
 EQUATORIAL GUINEA | 2.7398 \$ | 2.7398 \$ | Y
 GUATEMALA | 0.625 \$ | 0.7812 \$ | Y
 GUAM | 0.0409 \$ | 0.0409 \$ | Y
 GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y
 GUYANA | 0.333 \$ | 0.3282 \$ | Y
 HONDURAS | 0.1846 \$ | 0.2305 \$ | Y
 CROATIA | 0.458 \$ | 1.251 \$ | Y
 HAITI | 0.3532 \$ | 0.4437 \$ | Y
 HUNGARY | 0.1209 \$ | 0.2156 \$ | Y
 IRELAND | 0.0256 \$ | 0.1784 \$ | Y
 ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y
 IRAQ | 0.2409 \$ | 0.2955 \$ | Y
 ICELAND | 0.2305 \$ | 0.1054 \$ | Y
 ITALY | 0.0338 \$ | 0.2172 \$ | Y
 JERSEY | 0.0233 \$ | 0.0682 \$ | Y
 JAMAICA | 1.0442 \$ | 1.0442 \$ | Y
 JAPAN | 0.0601 \$ | 0.137 \$ | Y
 KYRGYZSTAN | 0.2141 \$ | 0.3367 \$ | Y
 CAMBODIA | 0.3497 \$ | 0.3497 \$ | Y
 KIRIBATI | 1.9284 \$ | 2.1749 \$ | Y
 COMOROS | 0.6617 \$ | 0.7148 \$ | Y
 SAINT KITTS AND NEVIS | 0.9292 \$ | 0.9292 \$ | Y
 KOREA, REPUBLIC OF | 0.1029 \$ | 0.1029 \$ | Y
 KUWAIT | 0.3625 \$ | 0.3625 \$ | Y
 LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 \$ | 0.1503 \$ | Y
 Y
 LEBANON | 0.1964 \$ | 0.2401 \$ | Y
 LIECHTENSTEIN | 0.4236 \$ | 0.213 \$ | Y
 SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y
 LIBERIA | 0.7744 \$ | 0.7668 \$ | Y
 LESOTHO | 0.7845 \$ | 1.153 \$ | Y
 LITHUANIA | 1.8394 \$ | 1.479 \$ | Y
 LUXEMBOURG | 0.3562 \$ | 0.3832 \$ | Y
 LATVIA | 2.1202 \$ | 2.4842 \$ | Y
 LIBYA | 0.6169 \$ | 0.4497 \$ | Y
 MOROCCO | 0.5183 \$ | 2.132 \$ | Y
 MONACO | 0.8023 \$ | 2.1247 \$ | Y
 MOLDOVA, REPUBLIC OF | 0.4672 \$ | 0.4992 \$ | Y
 MONTENEGRO | 0.3536 \$ | 0.8558 \$ | Y
 MADAGASCAR | 1.0043 \$ | 1.0901 \$ | Y
 MARSHALL ISLANDS | 0.4046 \$ | 0.4046 \$ | Y
 NORTH MACEDONIA | 0.6601 \$ | 1.5052 \$ | Y
 MALI | 0.5561 \$ | 0.6258 \$ | Y
 MYANMAR | 0.2574 \$ | 0.355 \$ | Y
 MONGOLIA | 0.0699 \$ | 0.05 \$ | Y
 MACAU SAR | 0.4726 \$ | 0.4726 \$ | Y
 NORTHERN MARIANA ISLANDS | 0.0343 \$ | 0.0343 \$ | Y
 MARTINIQUE | 0.0465 \$ | 0.1033 \$ | Y
 MAURITANIA | 0.8688 \$ | 1.0065 \$ | Y
 MONTSERRAT | 1.2006 \$ | 1.2006 \$ | Y
 MALTA | 0.3331 \$ | 0.6612 \$ | Y
 MAURITIUS | 0.717 \$ | 0.6363 \$ | Y
 MALDIVES | 5.702 \$ | 5.702 \$ | Y
 MALAWI | 0.7964 \$ | 0.677 \$ | Y
 MEXICO | 0.0501 \$ | 0.1711 \$ | Y
 MOZAMBIQUE | 0.2722 \$ | 0.4588 \$ | Y

NAMIBIA | 0.2139 \$ | 0.1839 \$ | Y
 NIGER | 0.7102 \$ | 0.5895 \$ | Y
 NORFOLK ISLAND | 2.1209 \$ | 1.065 \$ | Y
 NIGERIA | 0.6428 \$ | 0.6428 \$ | Y
 NICARAGUA | 0.1902 \$ | 0.3507 \$ | Y
 NORWAY | 0.0338 \$ | 0.1522 \$ | Y
 NEPAL | 0.5329 \$ | 0.5329 \$ | Y
 NAURU | 1.8562 \$ | 2.026 \$ | Y
 NIUE | 1.7966 \$ | 1.3181 \$ | Y
 PERU | 0.0487 \$ | 0.1476 \$ | Y
 FRENCH POLYNESIA | 0.411 \$ | 0.5337 \$ | Y
 PAPUA NEW GUINEA | 0.9428 \$ | 1.3329 \$ | Y
 PAKISTAN | 0.5737 \$ | 0.5737 \$ | Y
 SAINT PIERRE AND MIQUELON | 0.5816 \$ | 0.5816 \$ | Y
 PUERTO RICO | 0.0242 \$ | 0.0242 \$ | Y
 PALESTINE, STATE OF | 0.2667 \$ | 0.3118 \$ | Y
 PALAU | 0.4532 \$ | 0.4417 \$ | Y
 PARAGUAY | 0.1531 \$ | 0.2971 \$ | Y
 QATAR | 0.8432 \$ | 0.8784 \$ | Y
 SERBIA | 0.2929 \$ | 0.4437 \$ | Y
 RWANDA | 1.103 \$ | 1.2498 \$ | Y
 SAUDI ARABIA | 0.3749 \$ | 0.5608 \$ | Y
 SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y
 SEYCHELLES | 1.1088 \$ | 1.0784 \$ | Y
 SWEDEN | 0.0234 \$ | 0.0956 \$ | Y
 SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA |
 2.4267 \$ | 2.3385 \$ | Y
 SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y
 SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y
 SAN MARINO | 0.8929 \$ | 0.3148 \$ | Y
 SENEGAL | 0.7273 \$ | 0.8951 \$ | Y
 SOMALIA | 0.7888 \$ | 0.7763 \$ | Y
 SURINAME | 0.1996 \$ | 0.4533 \$ | Y
 SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y
 SAO TOME AND PRINCIPE | 1.5976 \$ | 1.574 \$ | Y
 EL SALVADOR | 0.8294 \$ | 0.6228 \$ | Y
 SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y
 ESWATINI | 0.2293 \$ | 0.2666 \$ | Y
 TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y
 CHAD | 0.83 \$ | 0.8565 \$ | Y
 FRENCH SOUTHERN TERRITORIES | 0.023 \$ | 0.1601 \$ | Y
 TOGO | 0.5079 \$ | 0.4711 \$ | Y
 THAILAND | 0.1271 \$ | 0.1271 \$ | Y
 TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y
 TOKELAU | 0.975 \$ | 2.4545 \$ | Y
 TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y
 TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y
 TUNISIA | 1.2254 \$ | 1.2586 \$ | Y
 TONGA | 1.4663 \$ | 1.513 \$ | Y
 TURKEY | 0.2271 \$ | 0.5803 \$ | Y
 TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y
 TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y
 TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y
 UGANDA | 1.6086 \$ | 1.6086 \$ | Y
 UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ |
 0.0343 \$ | Y
 UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y
 UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y
 SAINT VINCENT AND THE GRENADINES | 0.9717 \$ | 0.5279 \$ |
 Y
 VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y
 VIET NAM | 0.3142 \$ | 0.3142 \$ | Y
 VANUATU | 1.326 \$ | 1.4891 \$ | Y
 WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y
 SAMOA | 0.3329 \$ | 0.9589 \$ | Y
 YEMEN | 0.2885 \$ | 0.2296 \$ | Y
 MAYOTTE | 0.2471 \$ | 0.4199 \$ | Y
 SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y
 ZAMBIA | 0.747 \$ | 0.7075 \$ | Y
 ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

End Customer Signature:

Print Name:

CLICK HERE to Return to Agenda

Date:

Acknowledge and agreed as of the date specified below by the authorized representative of Partner

Partner Signature:

Print Name:

Date:

Zoom Service Effective Date: 10/27/2023

End Customer PO # (If Applicable):

Partner PO # (If Applicable):

End Customer VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

Zoom reserves the right at its sole discretion to accept Order Forms received after the Valid Until date.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

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

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

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

Cyber Liability
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

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

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 polices 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.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

- 1) **General Provisions - Information Technology (GSPD-401IT)**, effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401 IT14_0905.pdf.
Exception: Article 11 of the General Provisions - Information Technology, is superseded by Section 4 (Order of Precedence) below.
- 2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-40-05
- B. Utah NASPO ValuePoint Master Agreement Number AR2472
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES - These restrictions are not applicable to political subdivisions/local governments.

- A. The following service offerings are prohibited under this Participating Addendum:
 1. Infrastructure as a Service (IaaS)
 2. Platform as a Service (PaaS)
 3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS) Description
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: **949/271-6780**
Fax No.: **949/271-6794**
E-mail: CSales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: **916/717-8711**
Fax No.: **916/200-0353**
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT31
OCT1 to DEC 31	JAN 31
JAN 1 to MAR31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP30	OCT31
OCT 1 to DEC31	JAN 31
JAN 1 to MAR31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Carahsoft Technology Corp.
Name: Jack Dixon
Phone: 703-230-7545
Fax: 703-871-8505
E-Mail: naspo@carahsoft.com
Address: 1860 Michael Faraday Drive, Ste 100
Reston, VA 20190

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

Carahsoft Technology Corp.

Contractor Name

Rhonda Smith *9/15/2017*
Signature of Authorized Signer *Date Signed*

2 10 August 9, 2017
Signature of Authorized Signer *Date Signed*

jl **Ricardo Martinez, Acting Deputy Director**
Printed Name and Title of Authorized Signer

Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190
Address

**Participating Addendum No.
Attachment A
Sheet 1 of 1**

Contract Number:	_____
Contractor:	_____
Reporting Period:	_____
Report Value:	_____
Administrative Fee:	_____

Ordering Agency Full Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category ID	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Data / Catalog Version

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.60 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE CONFLICT OF INTEREST CODE

RECOMMENDATION

- A) Move to take up Ordinance No. ____ by title and number only and waive further reading.
- B) Move to introduce at first reading Ordinance No. ____ amending Chapter 2.60 of the La Quinta Municipal Code relating to the City's conflict of interest code.

EXECUTIVE SUMMARY

- The Political Reform Act (PRA) requires every local government to review its Conflict of Interest Code (Code) at least every other year. It is legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Statement of Economic Interest.
- The purpose of the Code is to specifically designate positions that make or participate in the making of governmental decisions, which may foreseeably have a material effect on any financial interests of the persons holding those positions.
- City officials in the positions designated on the attached ordinance must disclose their financial interests annually and refrain from participation in any decision(s) that may affect them financially.
- The annual Statement of Economic Interest filings are the basis for the transparency that California's PRA requires of public officials. Statements of Economic Interest are public documents filed with the City Clerk.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Public officials, both elected and appointed, are classified in one of two disclosure categories based on their level of influence on municipal financial decisions. Officials in the "full disclosure" category have substantial influence and must disclose all investments, business positions, and interests in real property, within the jurisdiction, held on the date of assuming office and income received during the 12 months immediately preceding assuming office.

Officials in the “limited disclosure” category have less influence on decisions. These positions must disclose personal economic interests held that could be significantly affected through the exercise of official duties, including investments, business positions, and income from sources located in or doing business in the City, interests in real property located in the City, and property located not more than two miles outside the boundary of the City or property located within two miles of any property owned or used by the City.

Review of the City’s positions, duties, and influence of public officials has resulted in the following recommended changes to Chapter 2.60 of the Municipal Code due to organizational changes over the last year to better align positions with the City’s ability to provide high-level services to its community:

Add the following titles as designated positions for “limited disclosure” filing:

- Associate Planner
- Community Services Deputy Director
- Deputy Building Official
- Finance Manager
- Human Resources Manager
- Maintenance & Operations Deputy Director
- Maintenance & Operations Superintendent
- Principal Management Analyst
- Public Safety Deputy Director
- Senior Accountant
- Senior Permit Technician

Delete the following titles from the “limited disclosure” designated positions:

- Accounting Manager
- Community Resources Manager
- Community Resources Analyst
- Deputy Director of Facilities
- Director of Community Resources
- Financial Services Analyst
- Human Resources Analyst
- Public Safety Manager
- Senior Emergency Management Coordinator
- Traffic Operations Analyst

ALTERNATIVES

The City Council may elect to (1) approve the proposed Code as submitted, or (2) revise the proposed Code and approve it as revised.

Prepared by: Laurie McGinley, Deputy City Clerk
Approved by: Monika Radeva, City Clerk

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING CHAPTER 2.60 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, Division 6, California Code of Regulations Section 18730 – Provisions of Conflict of Interest Codes, which contains the terms of a standard conflict of interest code which can be incorporated by reference; and

WHEREAS, the City of La Quinta (City) has adopted by reference the FPPC's regulation as well as a list of designated employees as Chapter 2.60 of the La Quinta Municipal Code (Code); and

WHEREAS, the City desires to make changes to the list of designated employees and disclosure categories to reflect the current classifications/positions within the City; and;

WHEREAS, the place of filing of the Statements of Economic Interests shall be in accordance with Government Code Section 87500; and

WHEREAS, Statements of Economic Interest are public documents available from the City Clerk of the City of La Quinta; and

WHEREAS, the City believes these changes are in the best interests of the citizens of the City of La Quinta.

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

SECTION 1. Chapter 2.60 Conflict of Interest of the La Quinta Municipal Code is amended to read as follows:

2.60.020 - Designated positions—Disclosure categories.

- A. Full disclosure on Form 700, Statement of Economic Interest, shall be required from the following positions pursuant to Government Code Section 87200:

Ordinance No. 60X
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: xxxx, 2023
Page 2 of 5

Designated Positions

- City Attorney
- Assistant and/or Deputy City Attorney(s)
- City Manager
- Assistant and/or Deputy City Manager(s)
- Finance Director/City Treasurer
- Mayor
- Members of the City Council/Financing Authority/Housing Authority
- Members of the Planning Commission
- Members of the Successor Agency to the Dissolved Redevelopment Agency
- Candidates for any of the positions above

- B. Limited disclosure on Form 700, Statement of Economic Interest, shall be required from the following officeholders pursuant to Government Code Section 87302:

Designated Positions

- ~~Accounting Manager~~
- Animal Control/Code Compliance Supervisor
- Assistant Construction Manager
- Associate Engineer
- Associate Planner
- Building Official
- City Clerk
- ~~Community Resources Manager~~
- ~~Community Resources Analyst~~
- Deputy Building Official
- Deputy City Clerk
- Deputy Director of Community Services
- ~~Deputy Director of Facilities~~
- Deputy Director of Public Safety
- Director of Business Unit and Housing Development
- ~~Director of Community Resources~~
- Director of Design and Development
- Director of Public Works / City Engineer
- Finance Manager
- ~~Financial Services Analyst~~
- Hub Manager
- ~~Human Resources Analyst~~
- Human Resources Manager
- Maintenance & Operations Deputy Director

Ordinance No. 60X
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: xxxx, 2023
Page 3 of 5

- Maintenance and Operations Superintendent
- Management Analyst
- Marketing Manager
- Members of the Community Services Commission
- Members of the Financial Advisory Commission
- Members of the Housing Commission
- Planning Manager
- Principal Management Analyst
- ~~Public Safety Manager~~
- ~~Senior Emergency Management Coordinator~~
- Senior Accountant
- Senior Planner
- Senior Permit Technician
- ~~Traffic Operations Analyst~~

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. POSTING: The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

SECTION 4. CORRECTIVE AMENDMENTS: the City Council does hereby grant the City Clerk the ability to make minor amendments and corrections of typographical or clerical errors to “Exhibit A” to ensure consistency of all approved text amendments prior to the publication in the La Quinta Municipal Code.

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

Ordinance No. 60X
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: xxxx, 2023
Page 4 of 5

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this ____ day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

Ordinance No. 60X
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: xxxx, 2023
Page 5 of 5

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF LA QUINTA)

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify the foregoing to be a full, true, and correct copy of Ordinance No. (enter number) which was introduced at a regular meeting on the (date) day of (month), (year), and was adopted at a regular meeting held on the (date) day of (month), (year), not being less than 5 days after the date of introduction thereof.

I further certify that the foregoing Ordinance was posted in three places within the City of La Quinta as specified in the Rules of Procedure adopted by City Council Resolution No. 2022-027.

MONIKA RADEVA, City Clerk
City of La Quinta, California

DECLARATION OF POSTING

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify that the foregoing ordinance was posted on _____, pursuant to Council Resolution.

MONIKA RADEVA, City Clerk
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS CITY BRANDED MERCHANDISE

RECOMMENDATION

Discuss city branded merchandise.

EXECUTIVE SUMMARY

- In April of 2023 the City’s Marketing Division created a collection of La Quinta merchandise to distribute at City events including the annual City Picnic.
- The City has received many inquiries from residents and visitors on the ability to purchase the new collection and various promotional items.
- Staff has researched various options on allowing residents and visitors to obtain additional materials.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Generally, the City distributes promotional materials and giveaways at events, which the public is interested in the ability to purchase.

Over the years the City has handed out a variety of giveaways at events that the public would request to purchase. One highly sought after item is the vehicle license plate frames with the City of La Quinta name and logo.

In April 2023, the City launched a “Love La Quinta” campaign that featured a more striking curated collection of apparel, hats, mugs, stickers, and bags. These items were given out at the annual City Picnic to residents and visitors who signed up to the City’s social media platforms. The City has received requests to purchase these items from residents, businesses, visitors, and partners.

The City has identified three possible solutions to enable the sale of branded merchandise:

- 1) Create an online store with zero return,
- 2) Create a non-profit, and

3) Remain status quo.

Staff has consulted with the City Attorney regarding establishing a nonprofit, which would enable the City to create a point-of-sale system for branded merchandise purchases and reuse any proceeds through the merchandise budget.

ALTERNATIVES

Council may wish to request further information regarding specific alternatives and provide direction regarding next steps.

Prepared by: Marcie Graham, Marketing Manager
Approved by: Gil Villalpando, Director

City of La Quinta

CITY COUNCIL MEETING: October 17, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS OPTIONS FOR USE OF RECENTLY ACQUIRED HISTORICAL BUILDING LOCATED AT 51001 EISENHOWER DRIVE

RECOMMENDATION

Discuss options for use of the recently acquired historical building located at 51001 Eisenhower Drive.

EXECUTIVE SUMMARY

- In 2023, the City purchased real property located at 51001 Eisenhower Drive (Property).
- The Property assessment, conducted by the City's Building Division, concluded the building can be made Americans with Disabilities Act (ADA) compliant and ready to open for use with minor Property improvements.
- Staff requests guidance and recommendations on use options to honor and preserve the historic building.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The Property was constructed in 1938, 12 years after the La Quinta Resort's opening. The Property served as a real estate and property management business for nearly 40 years for the former La Quinta Palms Realty. In early 2023, the City acquired the Property with the intent for historic preservation purposes.

Staff conducted a thorough review of the Property's existing conditions and began necessary upgrades to ensure ADA compliance.

Staff solicited input from local businesses on the use of the building and held internal discussions to identify options for possible uses; some options are detailed below:

- Visitor's Center
- Leased Space for Business/Visitor's Center Combination
- City Facility and Conference Space
- Display future Art Exhibits, or incorporate it into the Cultural Campus Master Plan as additional space for the Museum
- Other miscellaneous uses as directed by Council

After receiving direction for preferred uses, staff will create and circulate a Request for Proposals and return to Council with recommendations.

Prepared by: Doug Kinley III, Management Analyst
Approved by: Gilbert Villalpando, Director

MARKETING QUARTERLY REPORT

July 1, 2023 - September 30, 2023

Print Marketing

- Palm Springs Life
- Seattle Met Magazine

OOH Campaigns

- Palm Springs Airport

Radio Campaigns

- Recycle Ads
- SB 1383 Ads
- IRONMAN 70.3



Digital Marketing

Play In La Quinta
Sponsored · 🌐

Adventure awaits! With miles of breathtaking trails to explore, it's really no surprise we're known as the Gem of the Desert.

playinlaquinta.com
Enjoy the Ride
Play in La Quinta

Learn more

City of La Quinta - Government ✓
Sponsored · 🌐

Crown jewel of California? Well, of course. It's set in stone, La Quinta is a destination unlike any other. #LoveLQ

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Learn more

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BLOOD DRIVE

Scan the code to make your next appointment!



SCAN ME

9 CITIES CHALLENGE

CATHEDRAL CITY * COACHELLA * DESERT HOT SPRINGS
INDIAN WELLS * INDIO * LA QUINTA
PALM DESERT * PALM SPRINGS * RANCHO MIRAGE

Proudly Hosted by the City of La Quinta

Date | Location | Time

7/15 | La Quinta Wellness Center | 8:30 AM - 2:30 PM
7/29 | Nothing Bundt Cakes | 9:00 AM - 2:00 PM
8/3 | Eisenhower Argyros Health Center | 8:00 AM - 12:00 PM
8/27 | St. Francis of Assisi Church | 8:30 AM - 1:30 PM
8/31 | Old Town La Quinta | 8:00 AM - 1:00 PM

While supplies last, all donors will receive a \$10 e-gift card, or a \$25 e-gift card for a double red cell donation, courtesy of LifeStream.

For appointments, call 800.879.4484, visit lstream.org/laquinta, or scan the QR code above.




From July - Aug., all donors will receive a limited edition 9 cities bucket hat, while supplies last!

HUNTER LOPEZ SABER VIGIL & GOLD STAR MONUMENT UNVEILING

SATURDAY, AUGUST 26TH | 7:00PM | CIVIC CENTER CAMPUS

Join us in honoring Marine Cpl. Hunter Lopez, his fellow service members who lost their lives in the August 2021 attack at the Kabul airport in Afghanistan, and U.S. Army Staff Sgt. James Perez as the City unveils the Gold Star Family Monument.

The monument was designed and erected in memory of the nation's heroes who gave their lives while serving their country and their families.

Feel free to bring low back chairs and your favorite light saber.




Dive-in MOVIE Night

Friday, July 14 at 7:30pm at Fritz Burns pool.

For more information, please visit: laquintaca.gov/fbpool.

NOW SHOWING





9/11 CANDLELIGHT VIGIL

Monday, September 11 | 7:00 PM

Civic Center Park | PlayInLaQuinta.com

WE WILL NEVER FORGET




LA QUINTA PUBLIC LIBRARY PRESENTS...

A COMIC CELEBRATION

AGES 8-17

WITH SPECIAL GUEST, **DREW YEAGER** LOCAL COMIC BOOK ARTIST

SATURDAY JULY 29
10:30AM - 5:30PM




CONCERTS IN THE PARK

La Quinta

SATURDAY, SEPTEMBER 30, 2023
6:30 PM

AT SILVERROCK PARK



THE DESERT CROWS

Ant

HIGHROAD BAND
La Quinta - Coachella Valley - Southern California



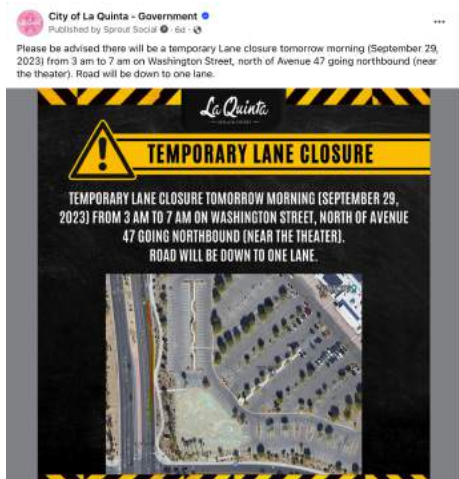
www.PlayInLaQuinta.com



Social Media Campaign

Facebook/Twitter/NextDoor/Instagram

- City Council Meeting & Recaps
- Road Improvements / Traffic Alerts
- The Gem
- Shop La Quinta Local Campaign
- Concerts in the Park
- State of the City
- Quail Mail 2.0 Sign Up
- Art on Main Street
- City Events
- SB 1383 Education
- Battery Recycling Program
- Hunger Action Month
- Utility Education and Information
- Find Foodbank
- Veteran Nominations
- Dune Palms Bridge Project
- #LOVELQ Shop Small Shop Local
- Library/Creation Station Services
- Museum Exhibits
- Flag Repository
- Wellness Center Services
- Art in Public Places
- New Business Shout Outs
- Car Temperature Safety (Pets)
- CV Link Updates
- 9 Cities Blood Drive Challenge
- The Hub Online System
- Cool Center Information
- Activities Promenade
- Conserve Alerts
- Hurricane Hilary Updates/Information

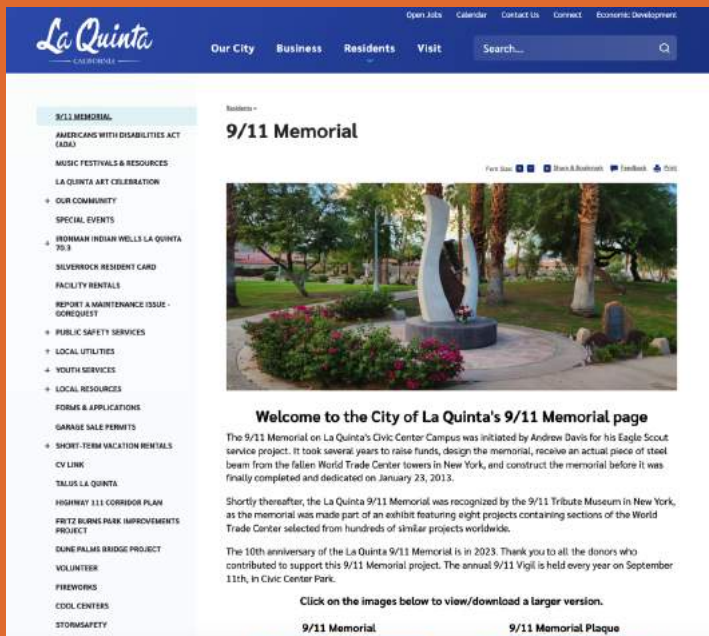


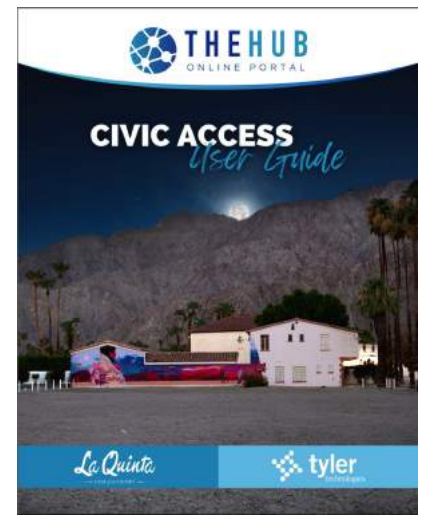
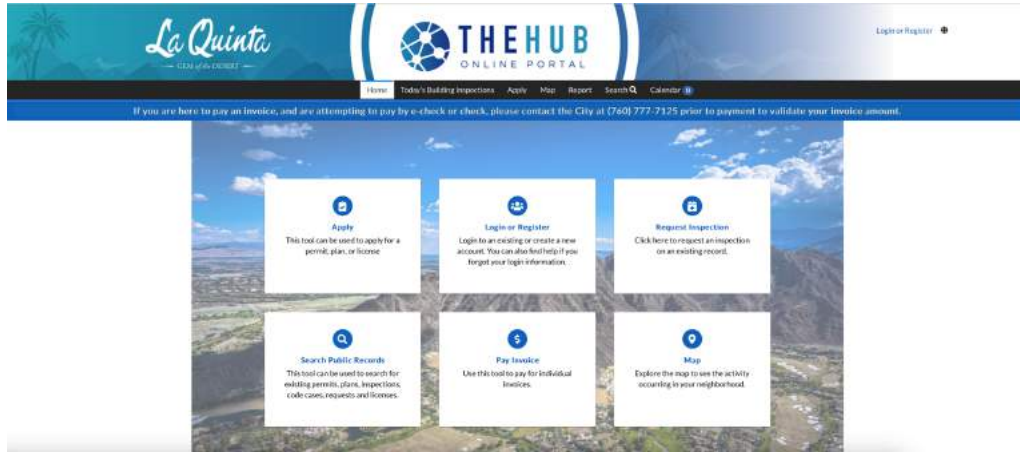
- Michelle Enriquez (@dietandfries) - Foodie: 28K Followers
- Kirstin Knight (@knightsglow) - Family: 102K Followers



Website Upgrades/Updates

Staff continues to monitor, update and upgrade the City's municipal website pages and content.





Cal Travel Summit 2023 Recap - Monterey, CA

An informative and educational summit that focuses on the current status of tourism, the future of tourism, legislative updates, and opportunities for creative brainstorming and networking. A few sessions attended were:

- The State of the Travel Industry in America
 - The state of travel and tourism in America, the challenges and opportunities that lie ahead, and the organization's strategies to address our industry's most pressing issues.
- Navigating California's Economic & Public Policy Currents
 - Forecast of the top economic trends and public policy decisions that will shape California's future.
- Destination Management
 - Destinations are responsible for ensuring their locations remain viable places to visit, live, and work.
- California Advocacy Highlights
 - Review state advocacy highlights, current challenges and opportunities, and future focus of the organization.
- Reimagining California's Brand for a New Era
 - Visit California's President & CEO Caroline Beteta gave an update on the state's tourism marketing efforts, including Visit California's evolved strategy and programming for 2023 and beyond.
- The 12 Laws of AI
 - Navigating and understanding the complex world of AI. Understanding what AI is exactly, maximizing its potential in tourism, and being aware to its pitfalls.



[CLICK HERE to Return to Agenda](#)

STVR QUARTERLY REPORT

JULY 1, 2023 - SEPTEMBER 30, 2023

THE STVR PROGRAM CONSISTS OF PERMITTING, LICENSING, TAX COLLECTION, AND COMPLIANCE MONITORING AND ENFORCEMENT

PERMITTING

The City Clerk's Office issues all new and renewed STVR permits and related business licenses, handles Transient Occupancy Tax (TOT) collections, and assists STVR property owners with keeping their property in compliance with the STVR program.

Number of STVR Permits:

September 2023

Total STVR Permits: 1,232

(Estate Permits: 64)

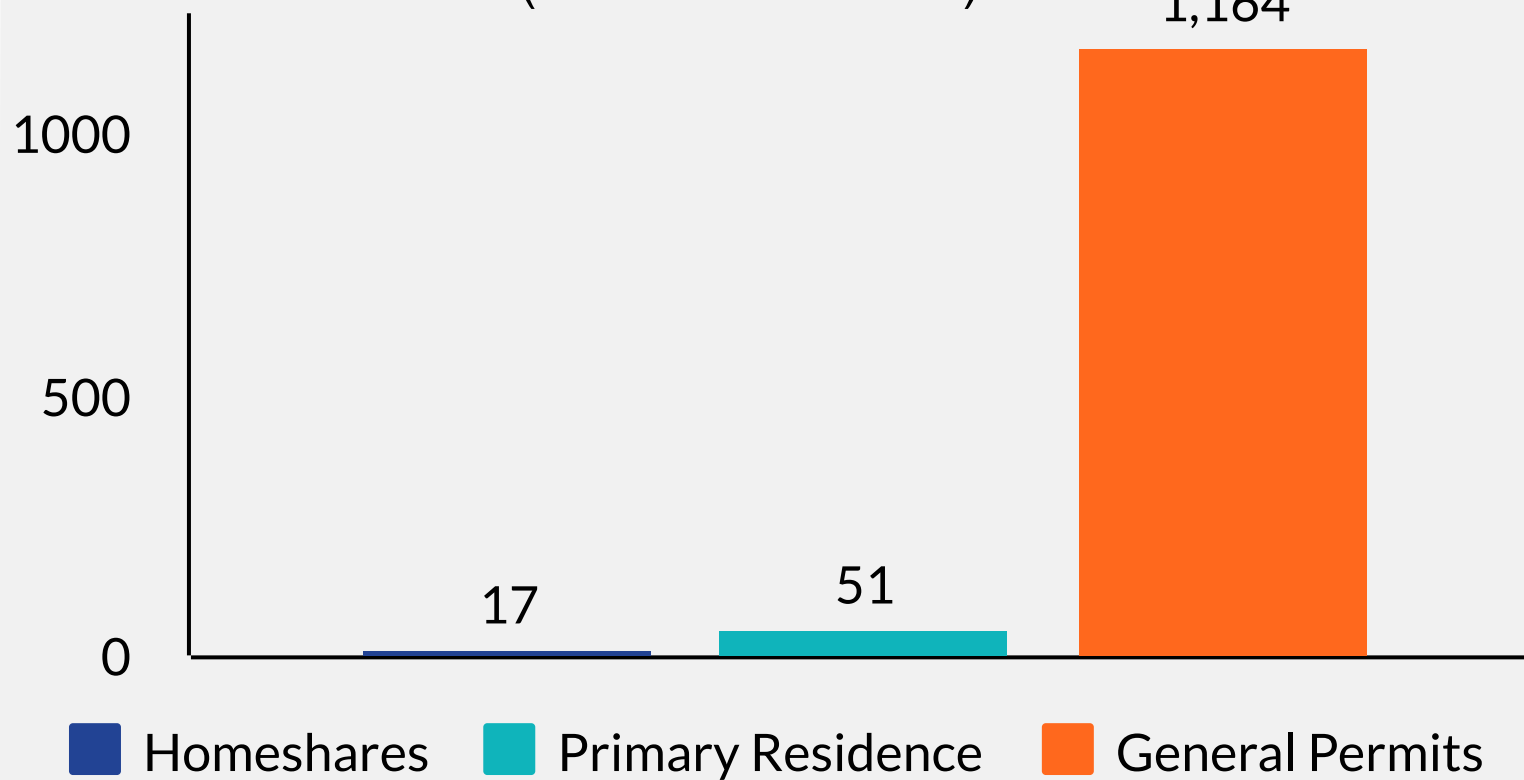


Figure 1

Effective May 20, 2021, a ban on the issuance of new STVR permits in Permit Ban Areas was established pursuant to Section 3.25.055 of the La Quinta Municipal Code. Permit holders may renew existing permits in Permit Ban Areas, but permits cannot be transferred. **New STVR permits can only be issued for properties within select STVR Zones (see attached STVR map).**

Active STVR Permits by Area - 2021, 2022 & 2023:

	JAN-21	JAN-22	JAN-23	MAR-23	JUN-23	SEP-23
North La Quinta	140	115	110	109	108	107
Mid La Quinta	148	122	92	91	89	88
The Cove	292	252	236	235	229	224
South La Quinta (PGA West)	470	354	317	315	308	303
Permit Ban Area Totals	1,050	843	755	750	734	722
STVR Exempt Areas	270	331	434	460	475	510
Citywide Totals	1,320	1,174	1,189	1,210	1,209	1,232

Table 1

Enclosed at the end of this report is a list of Active STVR Permits by development.

COMPLIANCE

The Code Compliance Department handles all compliance related matters for the STVR program, which includes managing complaints, conducting investigations, and taking enforcement actions, such as issuing notices of violations, administrative citations, and STVR permit suspensions.

Complaints:

The STVR program features a 24/7 STVR Hotline available to residents to call and report complaints or potential issues regarding STVR properties. These calls are answered by City staff or the call center vendor (see attached Picture-Chart), and each call is directed accordingly to a Code Enforcement Officer or the Local Contact on file for the STVR property. All calls can be reported anonymously.

24/7 STVR Hotline: (760) 777-7157

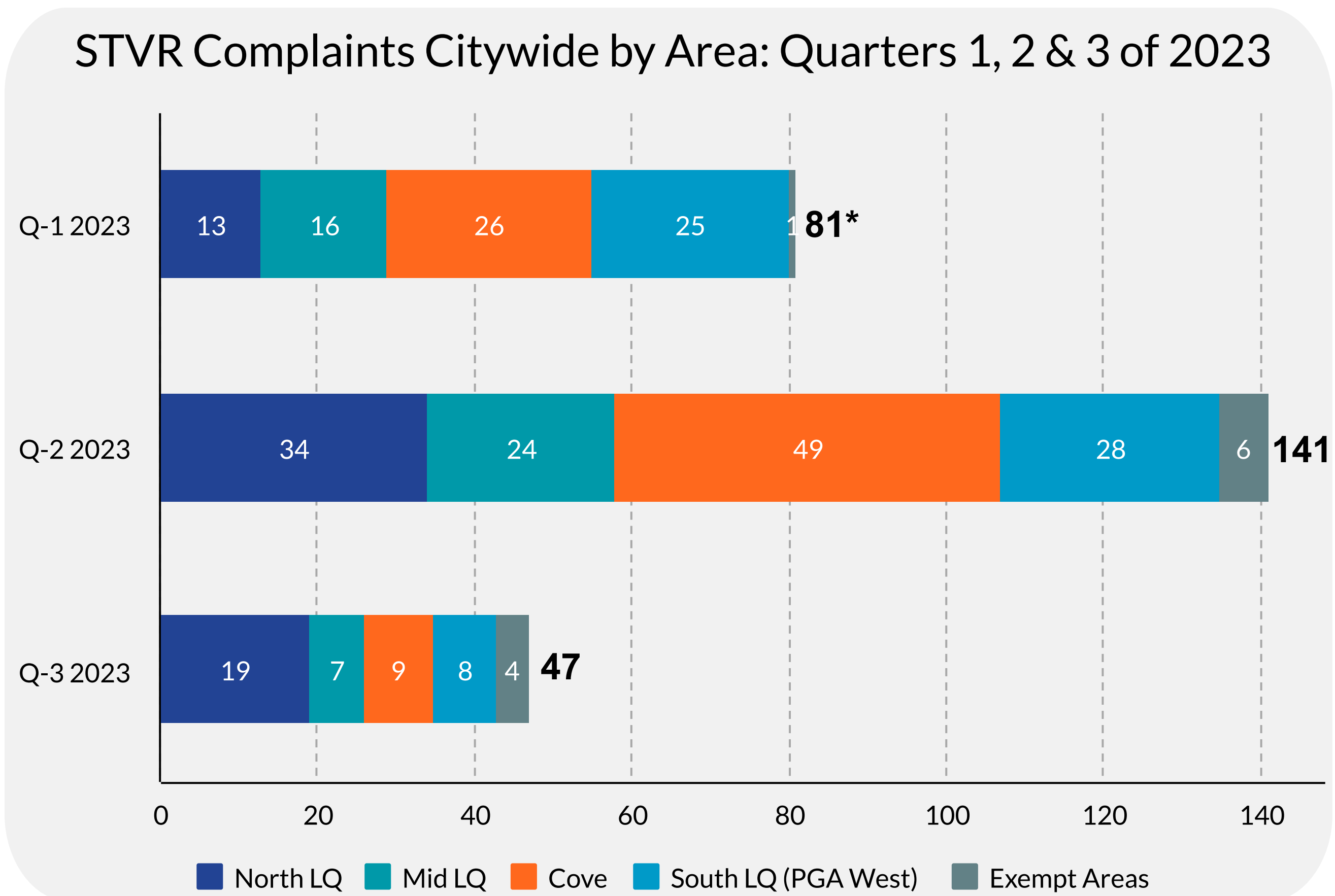


Figure 2

* This does not include 86 complaints received due to a technical glitch with one of the hosting platforms.

Figure 2 above shows the complaints recieved citywide for each Area in 2023 for Quarters 1, 2 & 3.

Complaints: Quarters 1, 2 & 3 of 2023 Permitted vs. Unpermitted

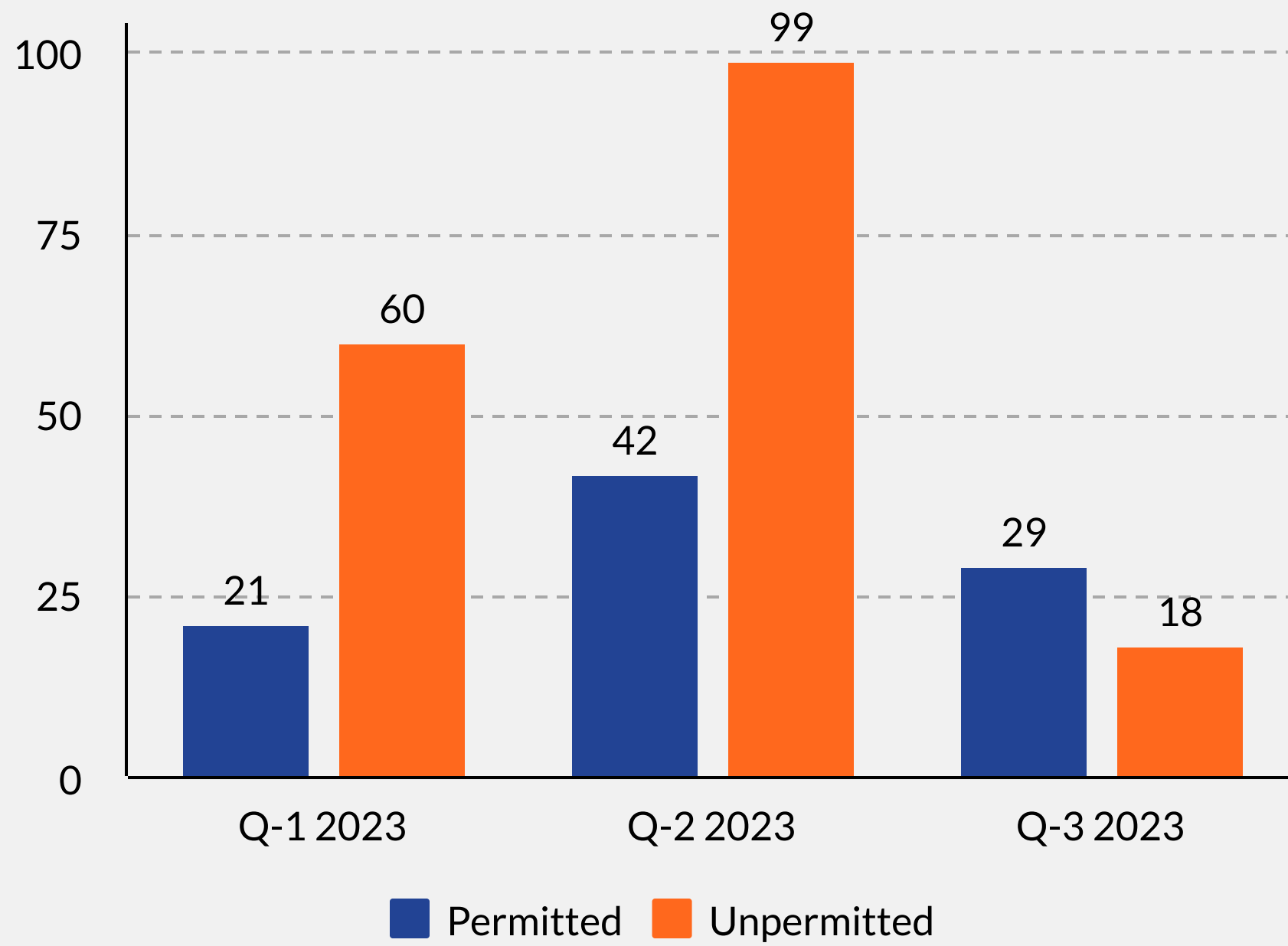


Figure 3 details the the complaint data for Q-1, Q-2 & Q-3 of 2023 as it applies to permitted vs. unpermitted STVR properties.

Figure 3

Figure 3 above shows complaints for unpermitted properties continue to be the vast majority in 2023 as they were in 2022.

The year-over-year comparison for the number of complaints for Quarters 1, 2, and 3 of 2023, are consistent with the lower number of complaints received in 2022.

Figure 4 shows the year-over-year quarterly comparison of citywide STVR complaints for 2021, 2022, and Q-1, Q-2 & Q-3 of 2023.

YOY Quarterly Complaints: 2021 - 2023

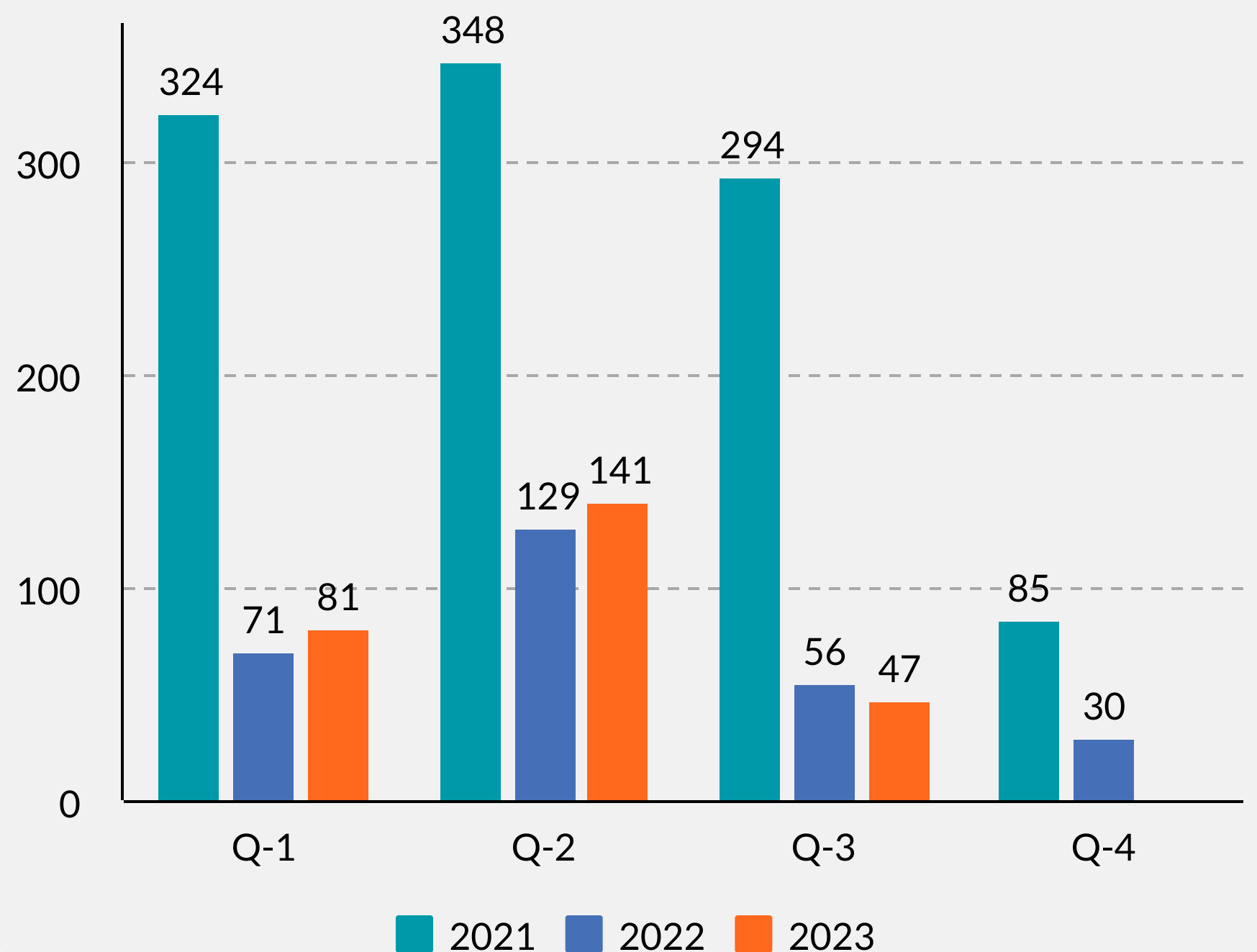


Figure 4

Citations:

STVR Citations: 2022 & Q-1, 2 & 3 of 2023
Permitted vs. Unpermitted

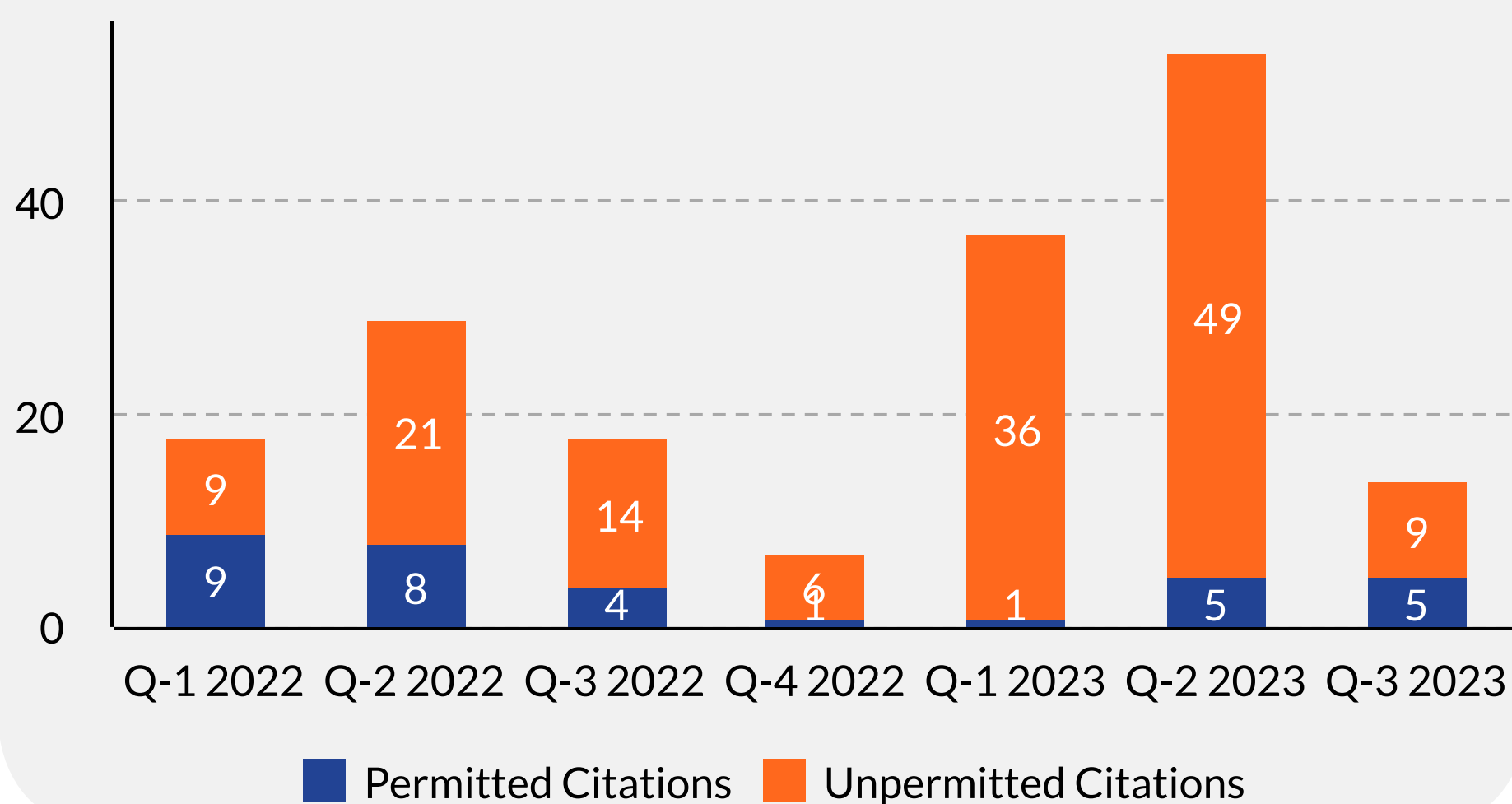


Figure 5

Figure 5 shows the vast majority of citations in 2022 and 2023 were issued to unpermitted properties:

- 91% in 2023 Quarters 1-3
- 82% in 2022

Disturbance - the majority of disturbance compliance activities are due to noise, generally caused by large events or gatherings, children running/screaming/laughing, popping balloons, construction, slamming doors, etc. Other complaints include excessive parking, bright lights, trash, unsecured pool access, unmaintained yard, etc.

Administrative - the overwhelmingly majority of administrative compliance matters are related to operating/advertising without an STVR permit or business license, or failure to display the STVR permit number on listings. Others include incorrect or missing occupancy limit advertised on listings, failure to report/remit transient occupancy tax, etc.

STVR Citations: 2022 & Q-1, 2 & 3 of 2023
Administrative vs. Disturbance

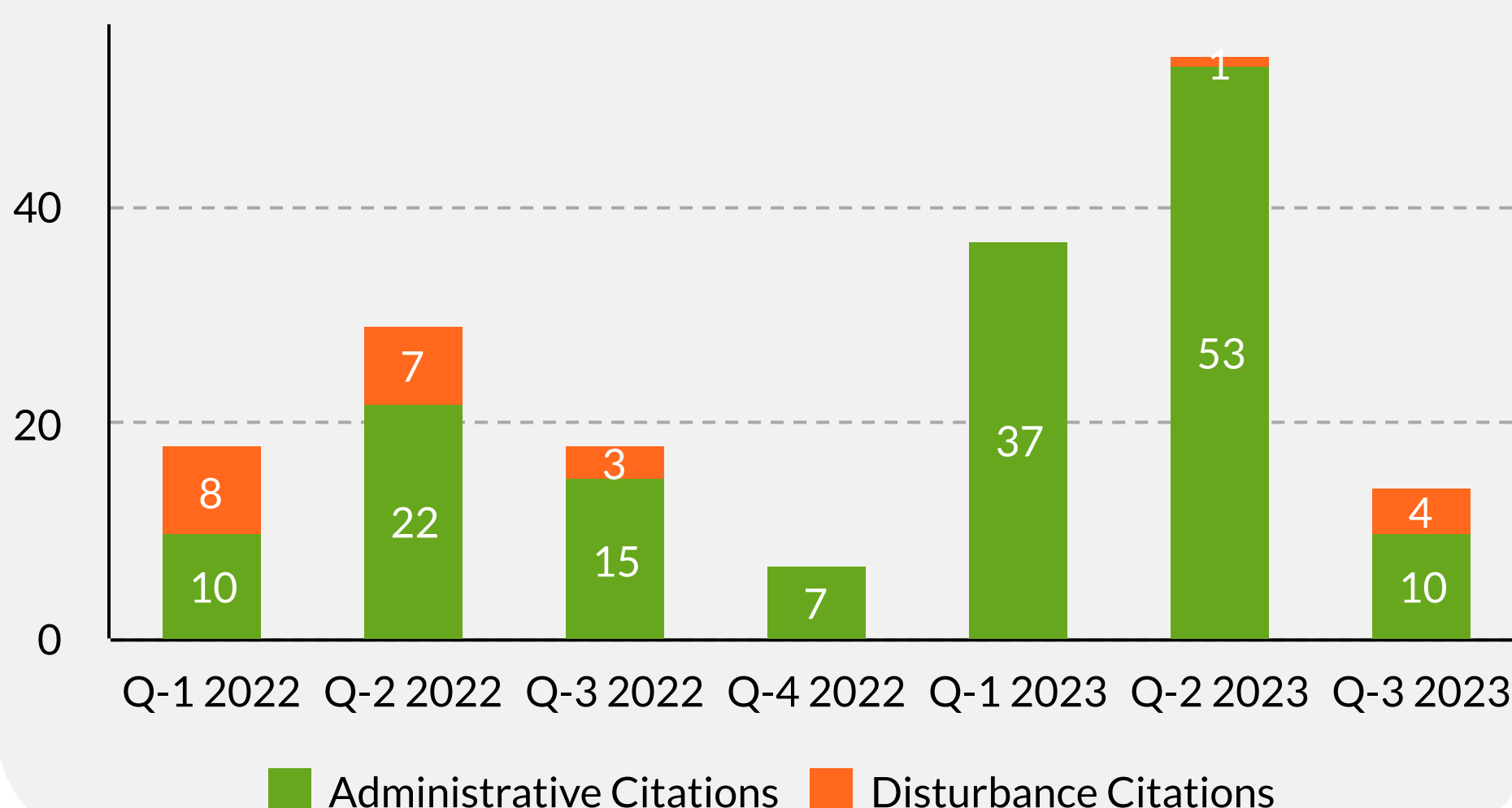


Figure 6

Figure 6 shows the vast majority of citations were issued for administrative matters, primarily for operating and/or advertising without an STVR permit:

- 75% in 2022
- 95% in 2023

TAXES, FEES & STVR PROGRAM COSTS

The STVR program collects Transient Occupancy Tax (TOT), fees for citations and inspections, and all program operating costs such as STVR permit and business licensing fees.

- TOT is a 10% tax due to the City each month on all STVR stays of 30-days or less.
- Permit and licensing fees and fine collections covered STVR program operational costs in 2021 and 2022 and are expected to cover them in 2023.
- TOT collections continue to increase as the City has implemented required rental verification reports and monthly TOT audits.

Table 2 below provides an overview of the annual STVR program revenues for calendar years 2020, 2021, 2022, and Q-1, Q-2 & Q-3 of 2023.

STVR Revenue Summary: 2020, 2021, 2022, & Quarters 1, 2, & 3 2023 (per Calendar Year)				
Revenue Type	2020	2021	2022	2023 Q-1, 2, & 3
Transient Occupancy Tax Revenue (TOT)	\$ 4,513,084.58	\$ 5,921,343.52	\$ 6,586,847.92	\$ 5,144,781.95
*Citation Fine Collections:	\$ 327,111.82	\$ 447,950.01	\$ 180,750.00	\$ 213,375.02
STVR Permit Fee	\$ 307,781.00	\$ 758,780.00	\$ 943,150	\$ 698,250.00
STVR Permit Inspection Fee	\$ 9,425.00	\$ 1,950.00	\$ 1,300.00	\$ 1,950.00
STVR Permit Business License Fee <i>(estimated)</i>	\$ 55,000.00	\$ 50,000.00	\$ 47,000.00	\$ 36,548.00
Total STVR Permits/Licensing Fees :	\$ 372,206.00	\$ 810,730.00	\$ 991,449.99	\$ 736,748.00
Total Annual STVR Revenues:	\$ 5,212,402.40	\$ 7,180,023.53	\$ 7,759,047.91	\$ 6,094,904.97

Table 2

*Citation Fine Collections are current as of October 11, 2023

Number of Permitted STVR Properties per Development 1,232 Active STVR Permits as of 9/30/2023*

North La Quinta		Cove	
Acacia	9	The Cove	224
Bella Vista	9	Cove Total STVR Permits	224
Cactus Flower	9	Mid La Quinta	
Del Rey	2	Avenida La Fonda Neighborhood (Desert Club TR Unit 2)	2
Desert Pride	11	Calle Fortuna Neighborhood (Desert Club TR Unit 1)	3
Indian Springs Neighborhood	5	Desert Club Estates (Desert Club TR Unit 5)	15
La Quinta Del Oro (Not Gated)	8	Enclave	1
La Quinta Highlands	13	Haciendas at La Quinta	1
Marbella	5	Highland Palms Neighborhood	11
Monticello	11	Montero Estates (No HOA)	2
Quinterra	3	Renaissance	1
Rancho Ocotillo	3	Sagebrush Neighborhood (Desert Club Manor TR 1)	7
Sonrisa	5	Santa Rosa Cove	43
Topaz	10	Seasons at La Quinta (Residential)	2
Vista Grande	2	Mid La Quinta Total STVR Permits:	88
Westward Ho/Westward Shadows	1	Exempt	
Westward Isle	1	Casitas Las Rosas	72
North La Quinta Total STVR Permits:	107	Legacy Villas	214
South La Quinta		Merv Griffin Estate	1
Estates at La Quinta	1	PGA West: Signature	132
La Quinta Fairways	4	Polo Villas	11
PGA West: Fairways	97	Puerta Azul	39
PGA West: Res I	143	Spa Villas at LQ Resort	10
PGA West: Res II	56	Tennis Villas	31
Village at the Palms	2	Exempt Total STVR Permits	510
South La Quinta Total STVR Permits:	303		

*This information is current as of September 30, 2023 and is updated on a quarterly basis

24/7 STVR HOTLINE - (760) 777-7157

ALL CALLS MADE TO THE 24/7 STVR HOTLINE ARE ROUTED ACCORDINGLY DEPENDING ON THE DAY/TIME OF THE CALL AS SHOWN BELOW

HOTLINE CALLS BUSINESS-HOURS:

MONDAY - FRIDAY: 8:00 AM - 4:30 PM OR SATURDAY: 8:30 AM - 4:30 PM

CALL TO HOTLINE IS RECEIVED



CITY CODE COMPLIANCE ANSWERS THE CALL AND GATHERS COMPLAINT AND PROPERTY INFORMATION FROM CALLER*



CITY CODE OFFICER IS DISPATCHED TO PROPERTY. DEPENDING ON SITUATION, LOCAL CONTACT MAY BE CALLED**



HOTLINE CALLS EXTENDED-BUSINESS HOURS: FRIDAY - SUNDAY: 6:00 PM - 2:00 AM (MONDAY)

CALL TO HOTLINE IS RECEIVED



HOTLINE VENDOR ANSWERS CALL AND GATHERS COMPLAINT AND PROPERTY INFORMATION FROM CALLER



CITY CONTRACTED SECURITY PATROL OFFICER IS DISPATCHED TO PROPERTY. DEPENDING ON SITUATION, LOCAL CONTACT MAY BE CALLED**



HOTLINE CALLS AFTER-HOURS:

MONDAY - FRIDAY: 4:30 PM - 8:00 AM OR SUNDAY - MONDAY: 2:00 AM - 8:00 AM (MONDAY)

CALL TO HOTLINE IS RECEIVED



HOTLINE VENDOR ANSWERS CALL AND GATHERS COMPLAINT AND PROPERTY INFORMATION FROM CALLER



HOTLINE VENDOR CONTACTS LOCAL CONTACT ON FILE FOR STVR PROPERTY TO ADDRESS COMPLAINT OR SHERIFF'S DEPARTMENT IF NEEDED



*IF THE CODE OFFICER IS UNAVAILABLE OR UNABLE TO RETURN CALLS IMMEDIATELY, HOTLINE CALLS ARE FORWARDED TO THE HOTLINE VENDOR UNTIL THE CODE OFFICER BECOMES AVAILABLE

**SHERIFF MAY BE DISPATCHED AT ANY TIME DEPENDING ON THE CIRCUMSTANCES OF THE CALL

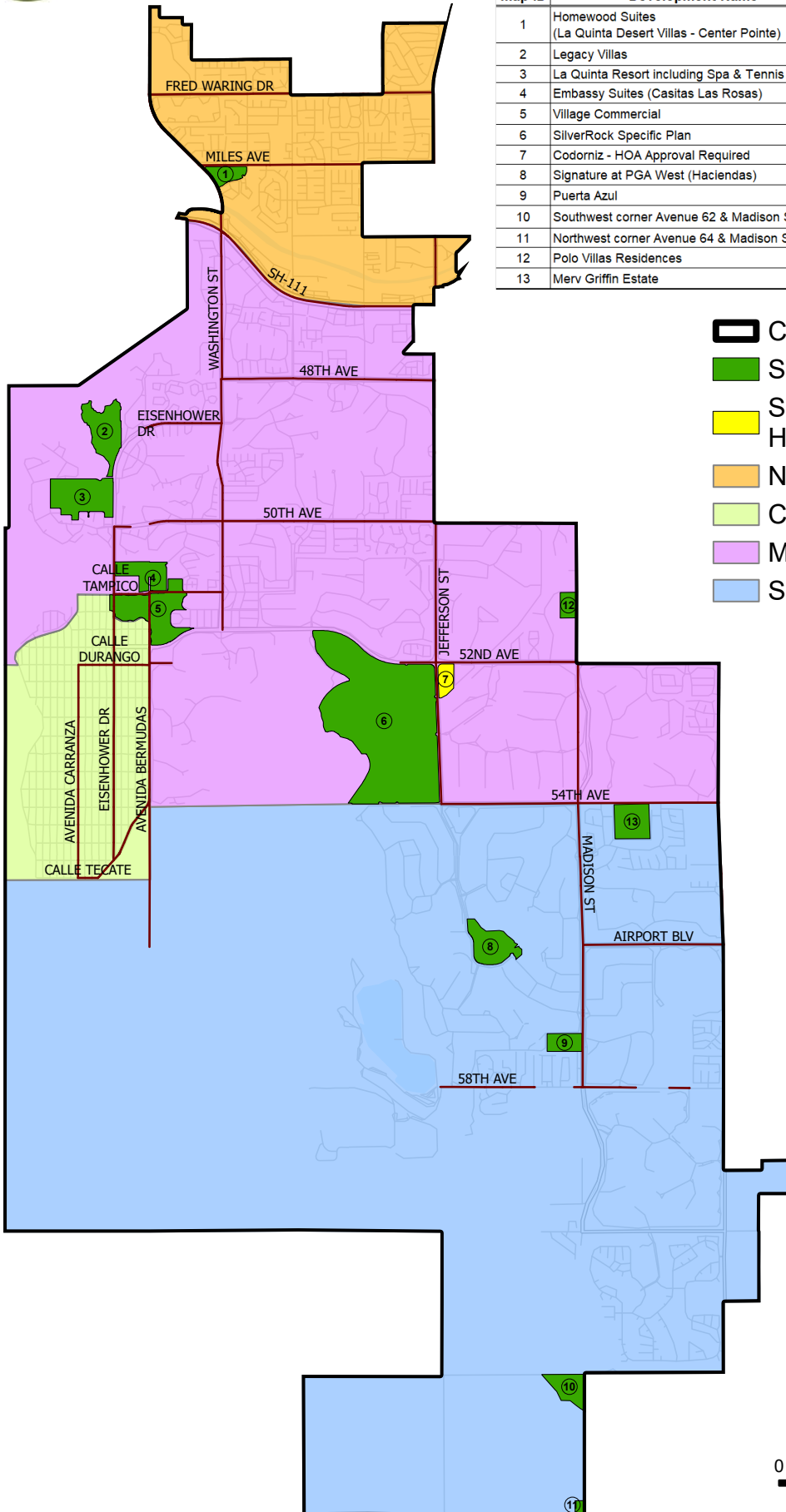


La Quinta
CALIFORNIA

STVR ZONES

STVR Exempt Areas

Map ID	Development Name	Zoning
1	Homewood Suites (La Quinta Desert Villas - Center Pointe)	Tourist Commercial District
2	Legacy Villas	Tourist Commercial District & Development Agreement
3	La Quinta Resort including Spa & Tennis Villas	Tourist Commercial District & Adjacent to TC District
4	Embassy Suites (Casitas Las Rosas)	Village Commercial District
5	Village Commercial	Village Commercial District
6	SilverRock Specific Plan	Tourist Commercial District - Undeveloped
7	Codorniz - HOA Approval Required	Entitlement Approval
8	Signature at PGA West (Haciendas)	Tourist Commercial District
9	Puerta Azul	Entitlement Approval
10	Southwest corner Avenue 62 & Madison St	Tourist Commercial District - Undeveloped
11	Northwest corner Avenue 64 & Madison St	Tourist Commercial District - Undeveloped
12	Polo Villas Residences	Development Agreement
13	Merv Griffin Estate	Entitlement Approval



- City Boundary
- STVR Exempt Zone
- STVR Exempt Zone - HOA Approval Required
- North La Quinta
- Cove
- Mid La Quinta
- South La Quinta



**FINANCIAL ADVISORY COMMISSION
MINUTES
WEDNESDAY AUGUST 9, 2023**

CALL TO ORDER

A regular meeting of the La Quinta Financial Advisory Commission (Commission) was called to order at 4:00 p.m. by Chair Mills.

PRESENT: Commissioners Anderson, Batavick, Dorsey, Mast, Way, and Chair Mills

ABSENT: Commissioner Luettjohann

STAFF PRESENT: Finance Director Martinez, Principal Management Analyst Hallick, Finance Technician Batuta, Administrative Technician Delgado, and Finance Manager Ortega

PLEDGE OF ALLEGIANCE

Commissioner Way led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS – None

CONSENT CALENDAR ITEMS

1. **APPROVE MEETING MINUTES DATED JUNE 7, 2023**
2. **RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED MAY 31, 2023**

CONSENT CALENDAR ITEM NO. 2 – Discussion

The Commission and staff discussed the Non-General Fund County Government Tax Revenue for Debt Service listed in the amount of \$15,001,818 under top five revenue/income sources for May, on page 2 of the staff report.

Motion – A motion was made and seconded by Commissioners Batavick/Dorsey to approve the Consent Calendar, as submitted. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

BUSINESS SESSION

1. RECEIVE AND FILE THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE YEAR ENDED JUNE 30, 2022

Finance Director Martinez and Finance Manager Ortega presented the staff report, which is on file in the Finance Department.

The Commission discussed the SilverRock's (SRR) major infrastructure investments; SRR general improvements and operating costs; and preparing a Popular Financial Report, which is a condensed summary of the ACFR.

Senior Manager Lauryn Stapleton with Eide Bailly, LLC (EB), auditing firm for the City – provided an overview of EB's audit purview and scope, noted that the auditors provided an unmodified opinion, which is the highest level; and explained and new Governmental Accounting Standard Board (GASB) provisions pertaining to GASB No. 87, Leases, found in Note 1 to the financial statements on page 44 of the ACFR.

The Commission inquired about the timeline for completing the ACFR. Staff said that the standard reporting requirement is six months from the end of the fiscal year and that due to new implementations required by GASB and turnover in staff, staff has requested an extension in the two prior fiscal years.

The Commission inquired if there have been any inquiries from the public on the ACFR. Staff said none were received; staff encourages public comment and feedback on the ACFR.

Discussion followed on the City's internal controls over financial reporting that was identified for accounting entry adjustments.

Motion – A motion was made and seconded by Commissioners Dorsey/Way to receive and file the Annual Comprehensive Financial Report for the year ended June 30, 2022, as submitted. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

2. APPOINT FINANCIAL ADVISORY COMMISSIONER CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2023/24

Finance Director Martinez presented the staff report, which is on file in the Finance Department.

Chair Mills nominated Commissioners Dorsey and Anderson for Chairperson and Vice-Chairperson, respectively, and took a roll call vote.

Motion – A motion was made and seconded by Commissioners Way/Mast to appoint Commissioners Dorsey and Anderson to serve as Chairperson and Vice-Chairperson,

respectively, for fiscal year 2023/24. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

3. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO REVIEW RESPONSES TO THE CITY’S REQUEST FOR PROPOSALS (RFP) FOR AUDITING SERVICES

Finance Director Martinez presented the staff report, which is on file in the Finance Department.

The Commission and staff discussed the RFP review details and timeline.

Commissioners Dorsey and Anderson expressed their willingness to participate on the subcommittee for the review of RFP responses for auditing services.

Motion – A motion was made and seconded by Commissioners Way/Batavick to appoint Commissioners Dorsey and Anderson to serve on the subcommittee to review responses to the City’s request for proposal for auditing services. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

4. RECEIVE AND FILE FOURTH QUARTER FISCAL YEAR 2022/23 TREASURY REPORTS FOR APRIL, MAY, AND JUNE 2023

Principal Management Analyst Hallick presented the staff report, which is on file in the Finance Department.

The Commission and staff discussed staff time involved in managing investment funds, staff’s treasury knowledge and experience; and structure and process for purchasing new investments.

Motion – A motion was made and seconded by Commissioners Mast/Anderson to receive and file the fourth quarter fiscal year 2022/23 treasury reports for April, May, and June, 2023. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

Principal Management Analyst Hallick asked the Commission if they would like to continue to have the quarterly treasury report presented as a business item as it is usually presented as a consent calendar item. The Commission concurred.

STUDY SESSION

1. DISCUSS THE CITY’S OUTSTANDING PENSION OBLIGATIONS

Finance Director Martinez and City Consultant, Dan Matusiewicz, Senior Public Finance Consultant with GovInvest, presented the staff report, which is on file in the Finance Department.

Mr. Matusiewicz and the Commission discussed interest savings cost for 2021, 2022, and 2023 valuation years; non-liquid CalPERS holding allocations; and CalPERS actuarial assumptions and investment returns.

DEPARTMENTAL REPORTS – All reports are on file in the Finance Department.

1. FINANCE DEPARTMENT CURRENT AND FUTURE INITIATIVES

Finance Director Martinez provided an update on current and upcoming Finance Department projects. She announced that Executive Director Tom Kirk of the Coachella Valley Association of Governments (CVAG) will provide the Commission with an update on the CV Link Arts and Music Line project at a special Commission meeting on October 4th, 2023.

2. FIRST QUARTER 2023 (JANUARY-MARCH) SALES TAX UPDATE FOR THE CITY OF LA QUINTA

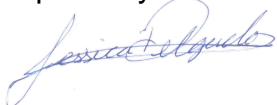
Chair Dorsey inquired if City consultant HDL Companies (HDL) shared sales tax data from other cities. Principal Management Analyst Hallick said that HDL cannot share other cities sales tax data as it is considered private data.

COMMISSIONERS' ITEMS – None

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioner Dorsey/Mast to adjourn this meeting at 6:03 p.m. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 1 (Luettjohann).

Respectfully submitted,



Jessica Delgado, Administrative Technician/Commission Secretary
City of La Quinta, California



PLANNING COMMISSION MINUTES TUESDAY, JUNE 27, 2023

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission (Commission) was called to order at 5:00 p.m. by Chairperson Currie.

PRESENT: Commissioners Guerrero, Hassett, McCune, Nieto, Tyerman, and Chairperson Currie

ABSENT: Commissioner Caldwell

STAFF PRESENT: Design & Development Director Danny Castro, Public Works Director/City Engineer Bryan McKinney, Planning Manager Cheri L. Flores, Associate Planner Siji Fernandez, Commission Secretary Tania Flores, and City Attorney Bill Ihrke.

PLEDGE OF ALLEGIANCE

Commissioner Hassett led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None.

CONFIRMATION OF AGENDA

MOTION – A motion was made and seconded by Commissioners Hassett/Tyerman to confirm the Agenda as published. Motion passed unanimously.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION – None.

CONSENT CALENDAR – None.

STUDY SESSION – None.

PUBLIC HEARINGS

1. **CONTINUED FROM MARCH 28, 2023** – CONSIDER RESOLUTIONS RECOMMENDING CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT 2022-0002, SPECIFIC PLAN 2022-0001, AND SITE DEVELOPMENT PERMIT 2022-0001 FOR A 252-UNIT APARTMENT PROJECT, LA QUINTA VILLAGE APARTMENTS; CEQA: DESIGN AND DEVELOPMENT DEPARTMENTS PREPARED A MITIGATED NEGATIVE DECLARATION (EA2022-0001)

**CONSISTENT WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;
LOCATION: NORTHEAST CORNER OF WASHINGTON STREET AND AVENUE 50**

COMMISSIONER NIETO RECUSED HIMSELF FROM DISCUSSION AND VOTE ON PUBLIC HEARING ITEM NO. 1, DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM A BUSINESS RELATIONSHIP, AS THE ALTUM GROUP, A CONSULTANT FOR THE PROPOSED PROJECT, IS HIS EMPLOYER; AND WAS EXCUSED FROM THE REMAINDER OF THE MEETING AS THIS WAS THE ONLY ITEM FOR COMMISSION CONSIDERATION ON THE AGENDA; COMMISSIONER NIETO LEFT THE MEETING AT 5:04 P.M.

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – Commissioner McCune said he met with the applicant, at a private residence, regarding an unrelated project in which he did not have any contractual or financial obligations to the applicant. Commissioner Tyerman reported that he attended a public community meeting regarding the project.

Planning Manager Flores presented the staff report which is on file in the Design and Development Department.

City Attorney Ihrke provided information regarding California Law and La Quinta Municipal Code procedures and processes for land use applications; cited information from City Council Resolution 2022-028 relating to rules and decorum for public meetings.

Staff answered questions regarding the various traffic concerns including the analysis at Moon River Drive and current deficiency at that intersection, original traffic study compared to recent analysis, pedestrian and bicyclist activity analyses, line-of-sight at exit from development, traffic pattern changes and additional U-turn analysis, use of raised medians to prevent illegal turns into development, and special event traffic congestion; maximum structure height at image corridor, line-of-sight to 3-story buildings for existing neighbors, and undergrounding of existing power lines and poles; original Environmental Assessment compared to currently proposed project, noise levels, standards, and mapping, re-allocation of low- and very-low income housing, and density bonus standards; roadway improvements including widening, sidewalks, and bicycle lanes; and school capacity and availability.

PUBLIC SPEAKER: Applicant, Greg Irwin, Partner and Principal of Irwin Partners Architects, introduced himself, presented a video rendering of the proposed development, and provided a brief overview of the changes made from previous presentation, including the quantity and location of 3-story buildings, a reduction in market-rate units and increase in moderate-income units, and removal of Zone Change request; increased parking and addition of parking regulations using permits and security monitoring, and valet and shuttle service for special events; updated desert style architectural features and color palettes and the addition of a “tot lot” playground area. He outlined off-site improvements, including upgrades to the Imperial Irrigation District (IID) Marshal Substation, Avenue 50 road widening and addition of sidewalk and bicycle lanes, and deceleration lanes and bus

turnout and shelter relocation. Mr. Irwin answered Commission questions regarding perimeter fencing, onsite management and security, and elevator requirements; parking regulations and enforcement and garage counts, uses, Americans with Disability Act (ADA) accessibility, locations, setbacks, landscaping, and elevations; communications with IID regarding upgrades to the Marshal Substation and current capacity and shortages, undergrounding existing power lines and poles, and electric vehicle charging stations; tot lot playground equipment and retention basin location and landscaping; and affordable housing requirements and stated that the units were not intended for short-term vacation rentals.

PUBLIC SPEAKER: Applicant's Traffic Engineer, George Ghossain, Principal Engineer at Integrated Engineering Group, provided information and answered Commission questions regarding current and proposed traffic patterns and the ability to modify signals based on needs; and traffic analysis including trip generation, anticipated U-turns, and ingress and egress from the development.

Public Works Director/City Engineer McKinney confirmed the City's Traffic Engineering Consultant reviewed the traffic analysis prepared by the Applicant and agreed with the results and methodology used for reporting; answered questions regarding planned medians near the development entrances on Washington Street and Avenue 50; and highlighted other projects with similar traffic patterns.

CHAIRPERSON CURRIE CALLED FOR A BRIEF RECESS AT 6:40 P.M.

CHAIRPERSON CURRIE RECONVENED THE PLANNING COMMISSION MEETING AT 6:59 P.M. WITH COMMISSIONERS GUERRERO, HASSETT, McCUNE, AND TYERMAN PRESENT

Commission Secretary Flores reported that 32 letters in opposition to the project were received after the publication of the agenda which were forwarded to the Planning Commission and would be included in the final agenda packet record of the meeting; two letters in opposition to the project were received after the deadline for public comment and would also be included in the final agenda packet record of the meeting; 13 written comments in opposition were submitted at the meeting, but had declined to speak, and would be included in the final record of the meeting.

PUBLIC SPEAKER: Richard Gray, La Quinta – opposed the project due to safety concerns with pickleball court location; traffic safety impacts; lack of pedestrian doors on the garages, electric vehicle charging and solar panels, and elevators for 3-story buildings; and rainwater surface drainage not diverting to the Whitewater wash.

PUBLIC SPEAKER: Thomas Emison, La Quinta (*received donated time from Kolby Emison*) – opposed the project due to reduced setbacks and building height for garages located at the North side; and traffic patterns and vehicle safety.

PUBLIC SPEAKER: Angie Lafferty, La Quinta – opposed the project due to traffic patterns and vehicle safety; increased light pollution; additional service and commercial vehicles creating increased carbon and pollution; local weather being too hot for public transit shelters with no tree cover; negative impact to views; the development's heat island effect; lack of water conservation and electrical grid impacts; and lack of elevators for 3-story buildings.

PUBLIC SPEAKER: Robert Lang, La Quinta – opposed the project due to density increase; affordable housing component creating risk of increased crime; the project's inconsistency with surrounding communities; and the general disapproval of residents from the neighboring communities.

PUBLIC SPEAKER: Kristen Dolan, La Quinta – opposed the project due to inconsistency with community; undesirable architecture; 3-story building heights; lack of story poles for residents to have visual representations; unknown IID substation funding; possibility of overflow parking leaking into north neighborhood; expressed lack of confidence in the developer and stated that the project's website was never fully developed; traffic safety concerns; and lack of elevators for ADA and emergency medical aid.

PUBLIC SPEAKER: Joseph Scaccia, La Quinta – opposed the project due to traffic patterns and safety concerns at U-turn at Avenue 50/Moon River Drive and Washington Street/Avenue 50 intersections; entrances requiring key card causing stacking concerns; need for additional roadway improvements including raised medians and deceleration lanes; light and noise pollution; 3-story buildings being inconsistent with neighboring communities; and the Developer's questionable reputation, Better Business Bureau accreditation, and history of development in Oregon.

PUBLIC SPEAKER: Keith Meyer, President of Duna La Quinta Homeowners Association and La Quinta resident – stated he is also a Registered Traffic Engineer and opposed the project due to vitality, safety, and cohesiveness to the existing community; project site not being a good location for auto intensive or transit dependent development with lack of nearby employment opportunities and infrequent bus transit; development ingress and egress causing U-turns at disallowed locations; traffic study missing times of analysis and bicycle and pedestrian analysis; and use of density bonus to exceed the City's maximum density for this zone.

PUBLIC SPEAKER: Brian Flath, La Quinta – opposed the project due to negative visuals, sounds, and smells of apartment living; reduced setbacks and location of garbage receptacles; landscaping between garages and walls; ADA elevator requirements not being met; traffic pattern adjustments would be needed at Washington Street and Sagebrush Avenue due to increased traffic.

PUBLIC SPEAKER: Brian Thomas, La Quinta – opposed the project due to traffic safety concerns at Washington Street entrance; garage height at north wall; lack of general community support and outreach; and school zone safety and increased U-turn activity.

PUBLIC SPEAKER: Kevin White, La Quinta – opposed to the project due to architectural inconsistency with surrounding community; negative traffic impacts; school safety concerns; building heights; lack of elevators; and general lack of community support.

PUBLIC SPEAKER: George Christopher, former IID Energy Consumers Advisory Committee representative and La Quinta resident – expressed support for the project due to IID Marshall Substation improvements; cited locations of other local developments with 3-story buildings and modern design architecture; complimented the Commission and staff for providing community access to information; and stated that all developments would increase traffic, but that development is needed.

PUBLIC SPEAKER: Dante Gomez, President of Parc La Quinta Homeowners Association and La Quinta resident (*received donated time from Elisa Martin*) – introduced his daughters, Sasha (not present) and Penelope who are students at La Quinta Middle School which is nearby the proposed development; opposed the project due to lack of community notification and outreach by the developer and City Staff; negative impacts to quality of life of surrounding residents; building heights; traffic impacts; development aesthetics; lack of parking; pedestrian, bicycle, and child safety concerns; lack of elevators; overcrowding of neighboring elementary and middle schools; current and increased parking and traffic issues; and apartment units not being desirable at the proposed pricing.

PUBLIC SPEAKER: Bill Walker, former Riverside County Sheriff's Department and La Quinta resident – opposed the project due to building stories and heights; higher density apartment complex being inconsistent with neighboring communities; low-income and government housing requiring increased emergency and police services; lack of Sheriff's Department impact statement; and traffic patterns and crime and safety concerns.

PUBLIC SPEAKER: Ana Esquivel, La Quinta – opposed the project due to traffic safety concerns; requested speed limit study at project site; ADA elevator requirements; affordable housing component relocation; lack of sufficient parking for guests; and garage and storage space concerns.

Applicant answered public concerns regarding ADA unit counts, assigned parking and elevator requirements; garage locations, dimensions and heights; solar panel installment; comparisons with previously approved project entitlements; IID Marshal Substation upgrades; government and Section 8 housing accessibility; traffic patterns and analysis; noise and lighting code compliance; building code compliance and building permit processes; stacking at entrances; U-turn analysis; Sheriff's project review; pedestrian access for garage doors;

CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING CLOSED AT 8:13 P.M.

Commission discussion and comments followed regarding accommodations and changes made by the developer to comply with direction received by the Commission; traffic and school zone safety; U-turn access at major cross streets; addition of raised

medians to prevent illegal lane crossings and entrances; density, inconsistency, and negative impacts to surrounding communities; strain on city services and utilities; pollution and decrease of urban open space and lack of value to the City; garages and setbacks; future city planning and development; housing needs; and zone compatibility.

City Attorney Ihrke provided a breakdown of the items for consideration and vote, and the process and requirements for the motions presented.

MOTION – A motion was made and seconded by Commissioners Guerrero/Hassett to adopt Planning Commission Resolution No. 2022-013, to recommend City Council adopt a Mitigated Negative Declaration for Environmental Assessment 2022-0001, as recommended:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION FOR A 252-UNIT APARTMENT PROJECT LOCATED AT THE NORTHEAST CORNER OF WASHINGTON STREET AND AVENUE 50

CASE NUMBER: ENVIRONMENTAL ASSESSMENT 2022-0001

APPLICANT: IRWIN PARTNERS

Motion passed: ayes – 4, noes – 1 (Currie), absent – 2 (Caldwell, Nieto), abstain – 0.

MOTION – A motion was made and seconded by Commissioners Hassett/ McCune adopt a Planning Commission Resolution to recommend City Council approve GPA2022-0002, SP2022-0001 (SP2004-071, Amendment 2), and SDP2022-0001, as recommended:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE A GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND SITE DEVELOPMENT PERMIT TO ALLOW THE DEVELOPMENT OF A 252-UNIT APARTMENT PROJECT LOCATED ON THE NORTHEAST CORNER OF WASHINGTON STREET AND AVENUE 50

CASE NUMBERS: GENERAL PLAN AMENDMENT 2022-0002; SPECIFIC PLAN 2022-0001 (SP 2004-071, AMENDMENT 2); SITE DEVELOPMENT PERMIT 2022-0001

APPLICANT: IRWIN PARTNERS ARCHITECTS

Motion failed due to lack of majority vote of total Planning Commission membership (*motion required a minimum of four affirmatives votes*): ayes – 3, noes – 2 (Currie, Tyerman), absent – 2 (Caldwell, Nieto), abstain – 0.

CITY ATTORNEY IHRKE REQUESTED A BRIEF RECESS TO DISCUSS POSSIBLE NEXT STEPS FOR THIS ITEM. CHAIRPERSON CURRIE CALLED FOR A BRIEF RECESS AT 8:30 P.M.

CHAIRPERSON CURRIE RECONVENED THE PLANNING COMMISSION MEETING AT 8:32 P.M. WITH COMMISSIONERS GUERRERO, HASSETT, McCUNE, AND TYERMAN PRESENT

City Attorney Ihrke provided an explanation of the results of the vote and the operations of law requiring the item to move forward to Council with the minutes to reflect the outcome of the vote for recommendation of approval of the MND but no recommendation for the General Plan Amendment, Specific Plan Amendment, or Site Development Plan.

STAFF ITEMS

Planning Manager Flores announced Chairperson Currie's retirement from the Commission, thanked her for her service, and wished her well in future endeavors; and announced the planned Special Joint Meeting of the City Council and Planning Commission regarding the Highway 111 Corridor Area Plan tentatively scheduled for July 19, 2023.

COMMISSIONER ITEMS – None.

ADJOURNMENT

There being no further business, a motion was made and seconded by Commissioners Hassett/Tyerman to adjourn at 8:35 p.m. Motion passed: ayes – 5, noes – 0, absent – 2 (Caldwell, Nieto), abstain – 0.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Flores', with a horizontal line extending to the right.

TANIA FLORES, Commission Secretary
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)



PLANNING COMMISSION MINUTES TUESDAY, AUGUST 22, 2023

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission (Commission) was called to order at 5:00 p.m. by Vice Chairperson McCune.

PRESENT: Commissioners Guerrero, Hassett, Hernandez, Nieto, Tyerman, and Vice Chairperson McCune

ABSENT: Commissioner Caldwell

STAFF PRESENT: Design & Development Director Danny Castro, Planning Manager Cheri L. Flores, and Commission Secretary Tania Flores

PLEDGE OF ALLEGIANCE

Commissioner Hassett led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None.

CONFIRMATION OF AGENDA

MOTION – A motion was made and seconded by Commissioners Hassett/Guerrero to confirm the Agenda as published. Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION

1. WELCOME NEWLY APPOINTED COMMISSIONER HERNANDEZ

Vice Chairperson McCune introduced and welcomed newly appointed Commissioner Hernandez who provided a brief summary of his experience and qualifications.

CONSENT CALENDAR

1. APPROVE MEETING MINUTES OF JUNE 13, 2023

MOTION – A motion was made and seconded by Commissioners Guerrero/Hassett to approve the Consent Calendar as published. Motion passed: ayes – 5, noes – 0, absent – 1 (Caldwell), abstain – 1 (Hernandez).

Commissioner Hernandez abstained from voting on the Consent Calendar due to not being appointed to the Commission or present for the meeting for which the minutes were drafted.

BUSINESS SESSION

1. APPOINT A PLANNING COMMISSION CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2023/24

The Commission waived presentation of the staff report, which is on file in the Design and Development Department.

Vice Chairperson McCune asked for nominations for the position of Commission Chairperson. A motion was made and seconded by Commissioners Tyerman/Guerrero to nominate Vice Chairperson McCune as Chairperson for the fiscal year 2023/24; Vice Chairperson McCune did not accept the nomination, and instead made a motion to nominate Commissioner Nieto for Chairperson for fiscal year 2023/24 which was seconded by Commissioner Hassett.

MOTION – A motion was made and seconded by Vice Chairperson McCune/Commissioner Hassett to appoint Commissioner Nieto to serve as Commission Chairperson for fiscal year 2023/24. Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

Vice Chairperson McCune asked for nominations for the position of Commission Vice Chairperson.

MOTION – A motion was made and seconded by Vice Chairperson McCune/Commissioner Nieto to appoint Commissioner Hassett to serve as Planning Commission Vice Chairperson for fiscal year 2023/24. Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

NEWLY APPOINTED CHAIRPERSON NIETO ASSUMED PRESIDING OFFICER DUTIES FROM COMMISSIONER McCUNE FOR THE REMAINDER OF THE MEETING

STUDY SESSION – None.

PUBLIC HEARINGS

1. CONSIDER ADOPTING RESOLUTIONS TO: 1) ADOPT A MITIGATED NEGATIVE DECLARATION, AND 2) APPROVE TENTATIVE PARCEL MAP 2023-0001 (TPM38668), MINOR USE PERMIT 2023-0001, SITE DEVELOPMENT PERMIT 2023-0003, AND MINOR ADJUSTMENT 2023-0001 FOR A MIXED USE PROJECT CONSISTING OF TWO COMMERCIAL BUILDINGS AND UP TO 180 APARTMENT UNITS; PROJECT: DUNE PALMS MIXED USE PROJECT; CEQA: DESIGN AND

DEVELOPMENT DEPARTMENT PREPARED A MITIGATED NEGATIVE DECLARATION (EA2023-0001) CONSISTENT WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; LOCATION: NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – Chairperson Nieto said he met with the applicant in October of 2022 to discuss the project scope and has not had any further contact and has no conflict.

Planning Manager Flores presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding the request for height adjustment and Minor Use Permit; underground and landscape retention; project consistency with the Highway 111 Corridor Area Plan; future residential project site in relation to the City’s Housing Element; current and future ownership of the individual parcels; timeline for development of each component; zoning and drive-through limitations and/or restrictions in the Highway 111 Corridor Area; parking space requirements; roadway connectivity, off-site improvements, and projected changes to the traffic patterns; and water availability, sustainability, and usage calculations.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 5:35 P.M.

Commission Secretary Flores said that one written public comment was received in opposition to the project, which had been distributed to the Commission prior to the meeting and would be included in the final record of the meeting.

PUBLIC SPEAKER: Applicant, Jeff Halbert, President of Blackpoint Properties, introduced himself and answered questions regarding architectural and landscape design of both commercial sites; Highway 111 Corridor Plan consistency, positioning and alignment of each building on the project site, and utilization of existing roadways; parking lot design, analysis, and calculations for Chick-fil-A site; Quick Quack Car Wash (Quick Quack) architectural design; vacuum and parking stall analysis and calculations; and storm and roadway water overflow, site drainage, and retention basins.

PUBLIC SPEAKER: Project California Environmental Quality Act (CEQA) Consultants Kelly Clark and Dominique Camps of Terra Nova Planning and Research, Inc. answered questions regarding the noise analysis and calculations; water usage analysis and calculations (particularly for the Quick Quack usage); and noise mitigation of landscape and perimeter walls.

PUBLIC SPEAKER: Jason Sims-Prewitt, Director of Operations for Quick Quack Car Wash, provided additional information regarding water use and the recycling process; difference of architecture, landscape, and equipment of the proposed site as compared to existing sites; noise reduction efforts and noise leaking in the surrounding area; and history of Quick Quack closures and company stability and viability.

PUBLIC SPEAKER: Kelsey Wu, Senior Manager for Chick-fil-A, introduced herself and provided additional information regarding increased parking standards assessed by Chick-fil-A; increased landscaping and shading within the parking lot; inside and outside seating calculations; architecture design features; and site ownership, site management, and other local locations.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 6:15 P.M.

The Commission expressed appreciation for the applicant's consideration to architecture and design consistency with the City's character and the Highway 111 Corridor and expressed support for the mixed-use aspect of the project; commented on future planning needs considering the Highway 111 Corridor plan, housing site at the north, and pedestrian circulation in the area, and pedestrian walkway connectivity to CV Link and Highway 111; suggested additional landscaping changes, including increasing landscape wall height and adding berming and artificial mounding along perimeter wall, widening sidewalks and adding additional trees for shading to encourage pedestrian use, additional landscaping elements at Quick Quack site exit, and reduction in parking to allow additional shading through landscape features; expressed concerns regarding lack of architectural style at the south elevation on Chick-fil-A site; landscape maintenance and upkeep for necessary shading and aesthetics through the parking lot and connecting sidewalks; and overflow from lane stacking.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-OPENED AT 6:40 P.M.

PUBLIC SPEAKER: Mr. Halbert provided additional information regarding site plans, changes made to comply with City code requirements, feasibility of moving different components of the project; proposed suggestions to change the architectural and landscape design design and increase shading along connecting sidewalk based on the Commission's comments; architectural design of Chick-fil-A south elevation; and expressed willingness to work with Staff to make recommended adjustments while remaining compliant with City code.

PUBLIC SPEAKER: Ms. Wu discussed parking lot and space design and Chick-fil-A parking requirements; use of additional canopy shading and increasing proposed landscape features versus a reduction in parking spaces; difficulty in making changes to south elevation design and rooflines due to fire code compliance and restrictions; and stacking projections and analysis.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 7:00 P.M.

Commission discussion followed regarding changes connecting sidewalk and landscaping to provide additional shading for pedestrian walkability; changes to perimeter landscaping including increasing wall height and additional artificial mounding and berming to camouflage vehicle drive and stacking; additional architectural enhancements

at the Chick-fil-A south elevation; and changes to parking lot plans to allow for increased shading through landscape changes and improvements.

MOTION – A motion was made and seconded by Commissioner Hassett/Guerrero to adopt Planning Commission Resolution No. 2023-014 as recommended:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR A MIXED USE PROJECT INCLUDING A 4, 778 SF CHICK-FIL-A, 3,596 SF QUICK QUACK CAR WASH, AND UP TO 180 RESIDENTIAL UNITS LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD
CASE NUMBER: ENVIRONMENTAL ASSESSMENT 2023-0001

APPLICANT: BLACKPOINT PROPERTIES

Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

MOTION – A motion was made and seconded by Chairperson Nieto/Commissioner Guerrero to adopt Planning Commission Resolution No. 2023-015 as amended adding Conditions of Approval to enhance architectural features of the Chick-fil-A south elevation, making changes to the perimeter landscape plans to include increased wall height and adding berming and mounding along Highway 111 frontage, adding shade trees staggered on either side of the sidewalk between the two commercial parcels, making changes to parking lot landscape design to enhance shading and reduce asphalt in the Chick-fil-A parking lot, as discussed.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, TO APPROVE A TENTATIVE PARCEL MAP, MINOR USE PERMIT, SITE DEVELOPMENT PERMIT, AND A MINOR ADJUSTMENT FOR A MIXED USE PROJECT INCLUDING A 4,778 SF CHICK-FIL-A, 3,596 SF QUICK QUACK CAR WASH AND UP TO 180 RESIDENTIAL UNITS LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD
CASE NUMBERS: TENTATIVE PARCEL MAP 2023-0001 (TPM 38668); MINOR USE PERMIT 2023-0001; SITE DEVELOPMENT PERMIT 2023-0003; MINOR ADJUSTMENT 2023-0001

APPLICANT: BLACKPOINT PROPERTIES

Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

STAFF ITEMS

Planning Manager Flores provided general project updates, including information on the upcoming Special Joint Meeting of the City Council and Planning Commission regarding the Highway 111 Corridor Area Plan scheduled for September 26, 2023; status of previously considered or approved projects including La Quinta Village Apartments, La Villetta, Jefferson Square Apartments, and Desert Club Apartments; upcoming projects including Hampton Inn and Travertine residential development; commercial projects currently under construction including Stuff Pizza patio upgrades and Longhorn Steakhouse; and residential developments currently under construction or near completion including Point Happy, Piazza Serena, SolTerra, Palo Verde, and Stone Creek.

COMMISSIONER ITEMS

The Commission expressed appreciation for Staff and First Responders in their public outreach and communication and their continuing cleanup efforts after the recent storm and flooding caused by Hurricane Hilary; and complimented the City on flood prevention projects implemented since the last major storm and flooding in 2014.

ADJOURNMENT

There being no further business, a motion was made and seconded by Vice Chairperson Hassett/Chairperson Nieto to adjourn this meeting at 7:41 p.m. Motion passed: ayes – 6, noes – 0, absent – 1 (Caldwell), abstain – 0.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Flores', with a horizontal line extending to the right.

TANIA FLORES, Commission Secretary
City of La Quinta, California

**WRITTEN
PUBLIC
COMMENT**

**CITY COUNCIL
MEETING**

OCTOBER 17, 2023

From: johnspanoesq@earthlink.net <johnspanoesq@earthlink.net>
Sent: Tuesday, October 17, 2023 12:02 PM
To: Council <Council@laquintaca.gov>
Cc: johnspanoesq@earthlink.net
Subject: for todays meeting

You don't often get email from johnspanoesq@earthlink.net. [Learn why this is important](#)

EXTERNAL: This message originated outside of the City of La Quinta. Please use proper judgement and caution when opening attachments, clicking links or responding to requests for information.

Comment for todays council meeting:

The city just opened a magnificent bocce ball court, which is far above and beyond what a group of weekly bocce ballers had hoped for. Bravo! I would like to suggest the courts be named for our 100-year old bocce veteran and La Quinta Cove long time resident, Evie Gibson. She is the dean of city bocce ballers, and the choice would make sense as this is the first public court available in the city.

Thanks for you consideration

John spano 310-498-1718

From: Claudia Snyder <welovebaci@gmail.com>
Sent: Tuesday, October 17, 2023 8:45 AM
To: City Clerk Mail; Monika Radeva
Cc: Jon McMillen
Subject: WRITTEN COMMENTS - Claudia Snyder of Highland Palms - STVR Permit ("Dupont Estate")
Attachments: Rape Audio.mp4

EXTERNAL: This message originated outside of the City of La Quinta. Please use proper judgement and caution when opening attachments, clicking links or responding to requests for information.

The following email was sent to City Manager, Jon McMillen, on October 10, 2023 in response to the missing STVR Permit listing for the "Dupont Estate" on the City's weekly listing of active STVR permits. The City stated that the STVR permit was not listed as it is on "hold" pending verification of a noise monitoring system. We asked for clarification regarding that "hold" and are still awaiting the City's reply. Please note that I am including an audio clip of the Sept 16, 2023 incident involving the Daniels's tenant who alleges they drugged and sexually assaulted her for any City Council members who may not be aware of the matter.

Mr. McMillen:

We have reviewed the list of active STVR permits for the City of La Quinta which, per the City's website, is current as of October 6, 2023 and contains all 1,228 Active STVR Permits and 2 Active, but currently Suspended STVR Permits.

Our neighbor asked the following questions about the permit for the Dupont Estate and you replied as follows in red:

- *Has the STVR permit been revoked... [at the Dupont Estate Resort]? **No, it is still active but is on hold pending verification of a noise monitoring system.***
- *If so, when? Have the Daniels been informed? **Yes, Daniels know that it is on hold***
- *If not, when will it be revoked? **N/A***
- *If their permit is revoked, is there any way for them to get it back? **If it is revoked under the current code it will not be reinstated***

Would you please clarify the following at your earliest convenience?

- 1) When was the "hold" for the "noise monitoring system" at the "Dupont Estate" placed?*
- 2) What triggered the "hold"? Was it a complaint? ... Perhaps, a yearly part of the STVR permit renewal process?*

- 3) *Why was the "hold" omitted from the report of the City's active permits? Why wouldn't it be included, just as the highlighted "suspended" permits?*
- 4) *Are there other examples of "holds" that have been omitted from the weekly active STVR permits report? If so, would you kindly provide these?*
- 5) *When is an STVR permit "suspended"?*
- 6) *Will the City be issuing a "hold" or "suspension" for the allegations of **hidden audio/ visual surveillance in bedrooms** at the Dupont Estate (currently under active investigation by the Riverside County Sheriff's dept)? Wouldn't this be the prudent approach given the City's priority of "... [ensuring] a safe and effective [STVR] program? Surely, if a "hold" can be placed for a noise monitoring system, the City will do the same for allegations of privacy concerns.*

My husband and I have not had the opportunity to relay the details of the Sept 16, 2023 incident involving the Mayor's friends, the Daniels, and their guest/ tenant, but we know it is real as our video surveillance captured the altercation which took place circa 2:46AM this past Sept 16.. Please find attached audio of said altercation.

From: William Cain <artistcain@aol.com>
Sent: Tuesday, October 17, 2023 7:54 AM
To: Monika Radeva
Subject: Talus

Regarding City Council Agenda Item :TALUS PROGRESS REPORT (A Oxymoron) Dear City Council :
It is my opinion after watching the lack of progress on the original plan for the Silverrock Development now
know as Talus that you start legal actions against Green and Companies for lack of performance.Enough is
enough no more excuses ! There are dozens of projects thru out the Coachella Valley that have been
completed and are flourishing during the same time period as Silverrock/Talus.
I appeared before the City Council in opposition to the purchase of the land using RDA money and to the
sale of the property under some kind of what I consisted a bogus claim that this was the only option .
I wish you had listened to me then and I hope you listen to me now. I have been a home owner in La Quinta
for 26 years and watched the debacle unfold over this "Pie in the Sky" dream for half of that time .
Regards
William Cain

POWER POINTS

**CITY COUNCIL
MEETING**

OCTOBER 17, 2023

City Council Regular Meeting October 17, 2023



1

City Council Regular Meeting October 17, 2023 CLOSED SESSION IN PROGRESS



2

Pledge of Allegiance



10/18/2023

3



10/18/2023

4

City Council Meeting October 17, 2023

P1-Talus Project Update



5



6

City Council Meeting October 17, 2023 S1 – Land-Based Financing and Policy Discussion



7

What is Land-Based Financing?

- Utilizing the value of land and improvements to raise money for infrastructure and/or services
- Many different forms such as Assessment Districts (AD), Community Facilities Districts (CFD), Enhanced Infrastructure Financing Districts (EIFD)

8

Why Now?

Potential undertakings that may require financing options:

- Annexation of Sphere of Influence
- Electrical Infrastructure
- Utility Undergrounding
- Developer-requested as needed for residential projects

9

Policy Update

- Adopted in 1999
- EIFD law established 2014
- Does not allow for use of land-based financing for residential areas
- Changing economic climate and Council priorities

10

Fieldman, Rolapp & Associates

James Fabien, Principal



Chelsea Redmon, Asst Vice Pres.



11



La Quinta
— GEM of the DESERT —

City Council Meeting – Study Session

October 17, 2023

FIELDMAN ROLAPP
& ASSOCIATES
COMMUNITY DEVELOPMENT & SERVICE

12

Table of Contents

- Section I. Introduction
- Section II. Overview of Land Secured Financing
- Section III. Utility Undergrounding Districts

13

13

Section I

Introduction

14

Our Team



PRINCIPAL

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jfabian@fieldman.com



ASSISTANT VP

CHELSEA REDMON

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Section II

Overview of Land-Secured Financing

California Statutes & Constitution

Assessment District (AD)

- ✓ Primarily 1913 & 1915 Acts for capital projects
- ✓ Primarily 1972 & 1982 Acts for maintenance and public services
- ✓ Article XIID of California Constitution
- ✓ Section 53753 of the Government Code

Community Facilities District (CFD)

- ✓ Mello-Roos Community Facilities Act of 1982
- ✓ Articles XIII A & XIII C of CA Constitution
- ✓ Charter cities can use legislative powers

Eligible Capital Facilities to Finance

Assessment District (Utility Ungrounding Districts)

- ✓ Authorized public improvements
- ✓ Must provide local, special benefits to property

Community Facilities District

- ✓ Public improvements with useful life of 5 years or longer
- ✓ Can finance facilities:
 - Owned/controlled by issuer and/or
 - Owned, operated and maintained by other public entities
 - JCFA's with other public agencies

AD vs. CFD

Assessment District

- ✓ Sets a fixed lien for every parcel
- ✓ Annual payment reduces lien
- ✓ Term of payments = term of bonds

Community Facilities District

- ✓ Sets a maximum annual special tax rate
- ✓ Maximum tax rate may escalate
- ✓ Term of tax may outlive term of bonds

Special Benefits vs. Reasonableness

Special Benefits - ADs

- ✓ Assessment based on the direct and special benefit each property receives from improvements

Reasonableness - CFDs

- ✓ Special tax is not a special assessment
- ✓ May be allocated on any "reasonable" basis, as determined by the legislative body
- ✓ Cannot be an ad valorem tax

AD vs. CFD Comparison - Similarities

Issue	ADs	CFDs
Pay-as-you-go finance	1913 Act - Not common but possible 1972 Act - Permitted and fairly common	Permitted and fairly common
Pay-off or Prepayment of Lien	Automatically allowed by State statute	Allowed if included in RMA
Debt Service Structure	Almost universally level debt service	Usually level or escalating debt service
Maximum Residential Property Tax Burden as % of Sales Price	No State statutory limit. Standard is not to exceed 2%	No State statutory limit. Standard is not to exceed 2%

AD vs. CFD Comparison - Differences

Issue	ADs	CFDs
District Boundaries	1913 Act - Boundaries are generally fixed once assessment confirmed 1972 Act - Annexation permitted	May be expanded through future annexations
Land Use Changes	1913 Act - Lien apportionments cannot easily be modified 1972 Act - Annual assessment can adapt	Special taxes generally adapt to changes in land use
Assessment of Undeveloped Property	1913 Act - Assessments on undeveloped land is based on potential development 1972 Act - Annual assessments generally differ between undeveloped and developed parcels	Special taxes between undeveloped and developed land can differ

Major Factors Favoring an AD

- ADs are appropriate for:
 - ✓ Small, local infrastructure projects with little "General Benefit"
 - ✓ Projects with multiple property owners
 - ✓ Projects where a fixed lien is important and property owner can pay-off during formation process or pre-pay in the future

Major Factors Favoring a CFD

- CFDs are appropriate for:
 - ✓ General benefit "community facilities"
 - ✓ Projects with few property owners, or broad support
 - ✓ Projects requiring flexibility
 - Phased land development projects
 - Uncertainties about eventual land use
 - ✓ Projects needing targeted economic burden
 - Exempting publicly-owned parcels
 - Reducing burden on select categories of parcels/uses
 - ✓ Projects requiring funding for eligible services and maintenance & operation activities

CFD Special Election Process

- Conducted after Resolution of Formation
- This ***is*** an election under the Elections Code
- Requires 2/3 approval of “qualified electors”
 - ✓ If 12 or more registered voters in CFD, registered voter election
 - ✓ If less than 12 registered voters, landowner election (one vote per acre or portion of acre)
- Record Notice of Special Tax Lien within 15 days of election

Assessment Ballot Process

- Required by Proposition 218
- Mailed with Notice of Public Hearing
- This is ***not*** an election, ***not*** a secret ballot
- Ballots opened and tallied after hearing
- Weighted by assessment amount
- More “no” than “yes”, then no assessment can be levied

Assessment Process After Formation

- Recordation of Notice of Assessment
- 30-Day Cash Collection Period
 - ✓ Mailed Notice to Pay Assessment
 - ✓ Cash payment discount
 - ✓ Paid / Unpaid List

CFD Public Hearing Report

- Description and estimated costs of facilities and services being funded
- Usually includes copy of Rate and Method of Apportionment of Special Tax
- Must be filed with the Clerk prior to public hearing

Rate and Method of Apportionment

- Approved by public agency at ROF and by 2/3 vote of qualified electors
- Describes methodology used to calculate the annual special tax levy
- Must generate amount needed each year to pay bond debt service and admin expenses, to replenish reserve fund, and to pay directly for facilities and/or services

CFD Special Tax Formulas:

Developed Property Special Tax

- Bond market expects 110% debt service coverage at buildout
- "Developed" trigger can be final map, building permit, certificate of occupancy, or other defined event as of a specified date
- Categories can be based on land use, home size, lot size, density, or other "reasonable" criteria
- Public agency policy limits maximum tax rate
- Avoid variability in special taxes levied on Developed Property

CFD Special Tax Formulas:

Undeveloped Property Special Tax

- Applies to parcels that do not yet meet definition of "Developed Property"
- Typically charged on a per-acre basis
- Provides coverage prior to buildout
- Should absorb variability in special tax levy prior to buildout

CFD Special Tax Formulas:

Additional Items to Consider

- Rate of Escalation (facilities vs. services)
- Steps of Taxation
- Backup Special Tax
- Transition Event
- "PayGo" Special Tax Revenues
- Prepayment Formula

Engineer's Report

S&H Code §10204 (1913 Act)

- Plans & Specifications
- Estimate of Costs
- Assessment Diagram
- Assessment Methodology
- Assessment Roll
- Annual Administration Costs

Engineer's Report

S&H Code §2960 (1931 Debt Limitation Act)

- Total principal amount of Unpaid Assessments on parcels
- Total true value of parcels
- Total Lien / Value
(must be less than 50%, by Code)

Engineer's Report

- Key information document in a dispute
- Prepared by a Registered Prof. Engineer
- Proposition 218 requirements
 - ✓ General Benefit should be identified, quantified and discussed
 - ✓ Special Benefit should be clearly defined
 - ✓ Assessment spread clearly detailed
 - ✓ Special treatment of public parcels should be discussed

Administration - Basic Steps

Community Facilities Districts

- Assign taxable parcels to appropriate tax category
- Calculate "Special Tax Requirement"
 - ✓ Debt Service
 - ✓ Administrative Expenses
 - ✓ Pay-as-you-go facilities costs
 - ✓ Services costs
- Apply RMA to determine special tax for each parcel
- Submit levy to county auditor's office before deadline
- With most CFDs, one-time ordinance at formation allows for annual special tax levy without further action of legislative body

Administration - Basic Steps

Assessment Districts

- Confirm prepayment of assessment liens
- Perform reapportionments as needed
- Identify Debt Service (principal & interest) for each parcel
- Determine Administrative Cost and allocate to each parcel
- Debt service + Administrative Cost = Annual Payment
- Submit levy to county auditor's office before deadline
- Record release of assessment lien for prepayments
- With ADs, resolution at formation allows for annual assessment levy without further action of legislative body

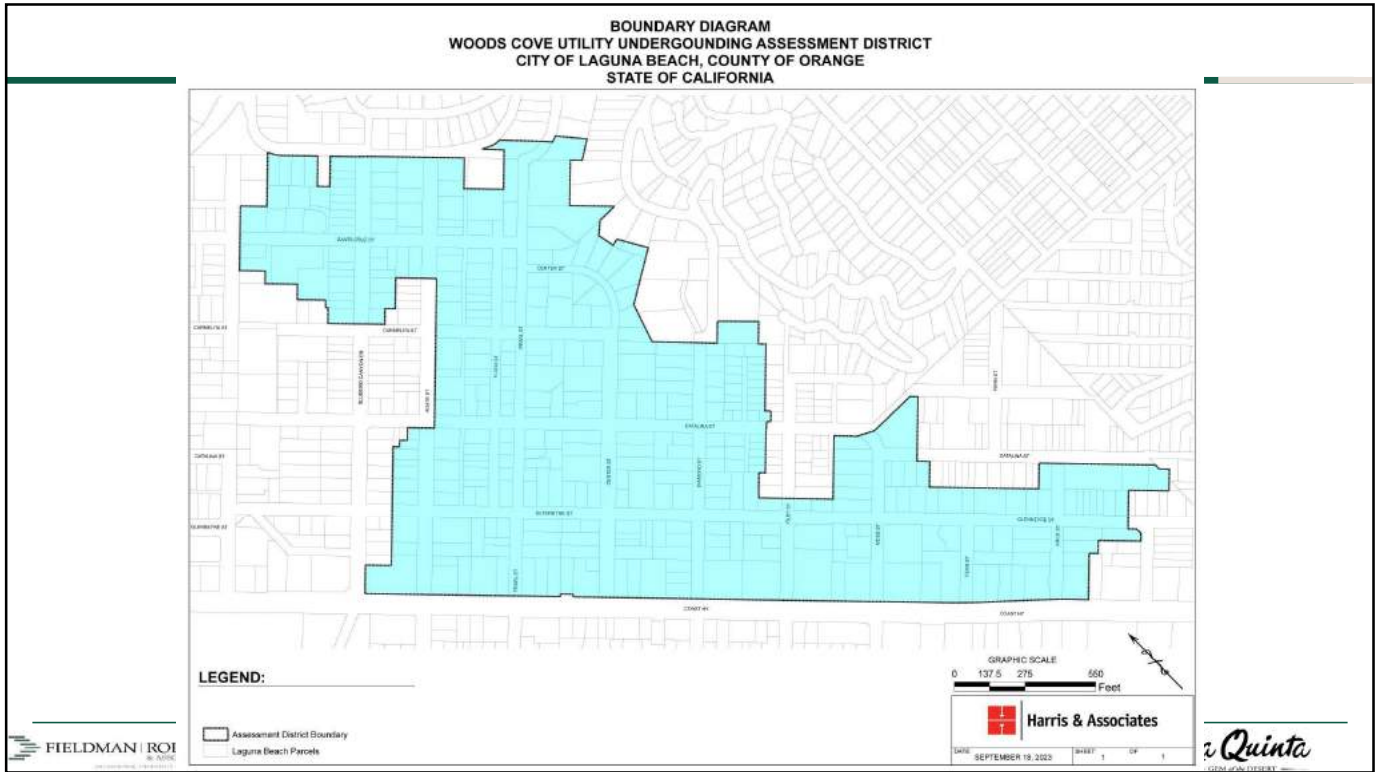
Section III - Utility Undergrounding Districts

Background On City of Laguna Beach Utility Undergrounding District

- The location, surrounding open space, limited access points, and terrain of Laguna make it one of the most vulnerable cities in California when it comes to wildfires and other natural disasters. In addition, many properties within Laguna Beach enjoy views of the ocean or the open space areas but the views are impacted by overhead utility lines. As such, the City of Laguna Beach is supportive of utility undergrounding projects that provide safety, reliability, and aesthetic benefits to the community.
- The City, in partnership with residents, Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E), has done extensive work over the past decade to expedite moving dangerous and obstructive overhead utility wires underground. The City continues to identify projects to promote the undergrounding of utility lines to mitigate the threat of wildfires, improve critical evacuation routes, and improve service reliability, and neighborhood aesthetics throughout the community.

Background On City of Laguna Beach Utility Undergrounding District

- Utility Undergrounding Methods
- There are generally three methods to undergrounding utilities:
 1. **Rule 20A** - The City collaborates with the utility companies to underground overhead facilities that provide the greatest benefit to the general public. These projects are funded through annually allocated credits provided by the utility companies.
 2. **Rule 20B** - A project that is developed and funded by the City. Alternatively, property owners within a specific area **vote to form an Assessment District** to underground facilities within their neighborhood.
 3. **Rule 20C** - Property owners work directly with the utility companies to privately underground facilities adjacent to their property. The City generally does not participate in this type of project since it is typically funded and managed by one or more property owners. However, the project design must be submitted to the Community Development Department for Design Review, construction requires a Public Works permit, and the conversion of individual meters to underground service requires electrical permits from the City's Building Division.
- Each method listed above provides a mechanism for financing and implementing the underground projects. **Utility undergrounding is a lengthy process and can take four to six years** to complete depending on the number of active projects, coordination with the utility companies, and the level of support from affected residents.



41

Woods Cove Utility Undergrounding Assessment District No. 2014-1

Project Description

AD 2014-2 is a proposed utility undergrounding assessment district. The district was petitioned in 2014 for portions of the Woods Cove neighborhood for the purpose removing all utility poles and placing existing, overhead utilities underground. The project will enter the Balloting phase in Fall 2023.

Schedule

Engineering designs and construction bidding have been completed. The proposed schedule for the Woods Cove project is as follows:

- September 14, 2023 - Districtwide Assessment Workshop, 6:00 p.m. at Community and Susi Q Center
- September 26, 2023 - City Council Meeting to Adopt Resolution of Intention and Resolution to Preliminarily Approve the Engineer's Report
- Early October - Ballots to be mailed to affected property owners
- **December 12, 2023 (tentative)** - City Council Meeting Public Hearing and Tally of Ballots
- Bond sale tentatively schedule for April of 2024

42

Questions/Discussions



City Council Meeting October 17, 2023

B1 – Amendment No. 5 with SilverRock Development Company



45

Background

- November 2014 Council approves Purchase, Sale, and Development Agreement
- May through November 2017 golf course realignment
- November 2018 Council approves Amendment No. 3 updating schedule to enable closing of \$212 million construction financing

46

Background

- April 2019 through November 2019 mass grading and site preparation
- March 2020 through April 2021 project delays as a result of COVID-19 and cost escalations as a result of the pandemic
- October 2021 City executed Amendment No. 4 modifying development schedule, decreasing TOT receipts 5% for 15-year term.

47

Amendment No. 5

Purpose

- Resets financial penalties for missed milestones.
- Allows for recapitalization of the project
- Updates Schedule of Performance
- Outlines TOT penalties
- Gives City additional oversight over how project funding is expended.

48

Amendment No. 5 Update Schedule

Project Component	Amendment No. 4		Amendment No. 5	
	Start	Finish	Start	Finish
Luxury Hotel	8/30/21	9/30/23	8/30/21	3/31/25
Lifestyle Hotel	9/30/22	7/31/24	9/30/22	12/30/26
Conference and Shared	8/30/21	9/30/23	8/30/21	3/13/25
Golf Clubhouse and Range	8/30/21	11/1/22	8/30/21	11/25/24

49

Questions?

50



51

**City Council Meeting
October 17, 2023**

B2 – Zoom Cloud Phone System



52

Phone System Overview

- Existing Phone System – Mitel
- Phone Provider: Intelsys One
- Hardware and Software Challenges

53

Existing Challenges

La Quinta

**CITY HALL &
WELLNESS CENTER
PHONES ARE
BACK IN SERVICE**

Thank you for your patience and understanding.

La Quinta

**CITY HALL
PHONES ARE
TEMPORARILY DOWN**

Please be advised that Frontier's phone system is out and it has affected incoming and outgoing phone calls to City Hall.

This outage is expected to be temporary. City staff is in contact with Frontier to expedite this issue.

We appreciate your patience.

***Frequent Outages and
Failing Hardware***

54

Phone Options Reviewed

- Verizon One
- RingCentral
- 8x8
- Zoom Phone



55

ZoomPhone versus Mitel

- | | |
|---|--|
| ✓ <i>Internet and Cellular redundancy</i> | × Dependent on Phone Lines such as Frontier and Spectrum |
| ✓ <i>Softphone Functionality tested and proven</i> | × Hardware issues and Softphone issues |
| ✓ <i>Software Applications: Video, Chat, Phone, Rooms/Webinar</i> | × Mitel sold to RingCentral, analog equipment being past its prime with no support |
| ✓ <i>Cost Efficient and Bundling of Existing Contract</i> | × MiCollab competitor considered archaic for webinterface and difficult licensing |

56

Discussion/Questions



57



58

City Council Meeting October 17, 2023

B3 – Amendment to Chapter 2.60 of Municipal Code - Conflict of Interest



59



60

**City Council Meeting
October 17, 2023
S2 – Discuss City Branded Merchandise**



61

History

- City has previously distributed branded merchandise at City hosted or supported events.
- Residents & visitors have requested the ability to purchase promo items for many years.
- City receives requests to purchase postcards, license plates, stickers, shirts, etc.

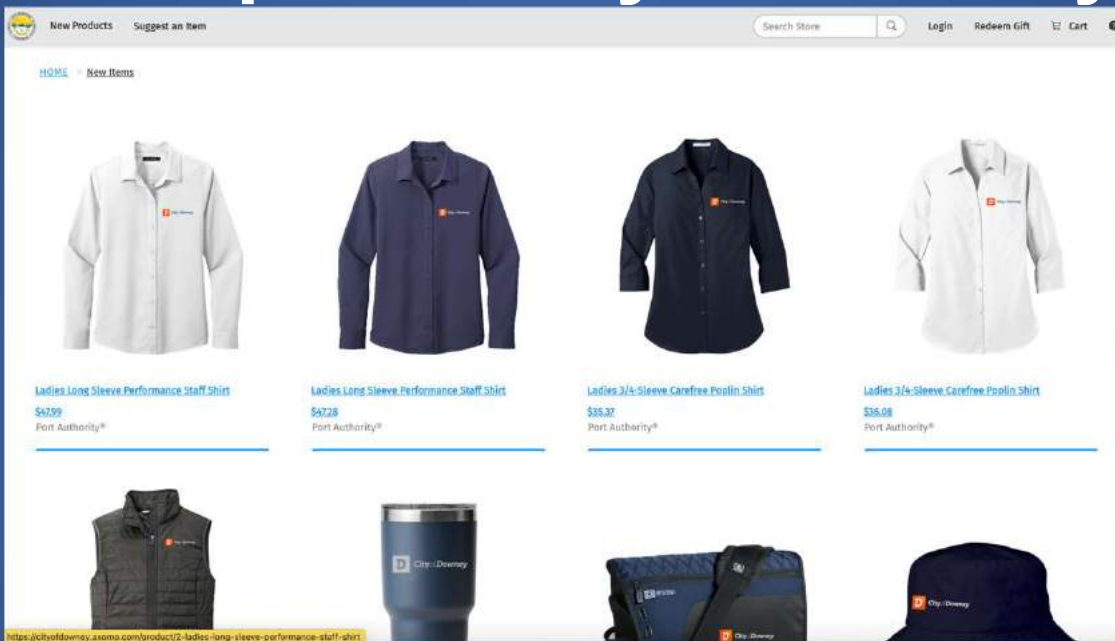
62

Examples – City of Downey



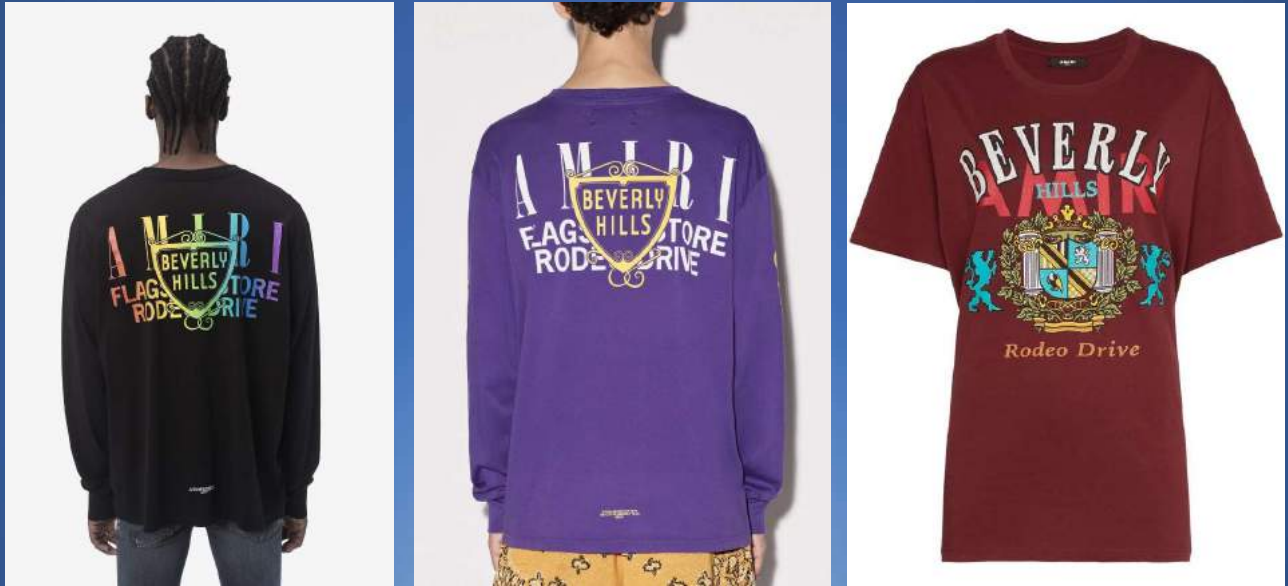
63

Examples – City of Downey



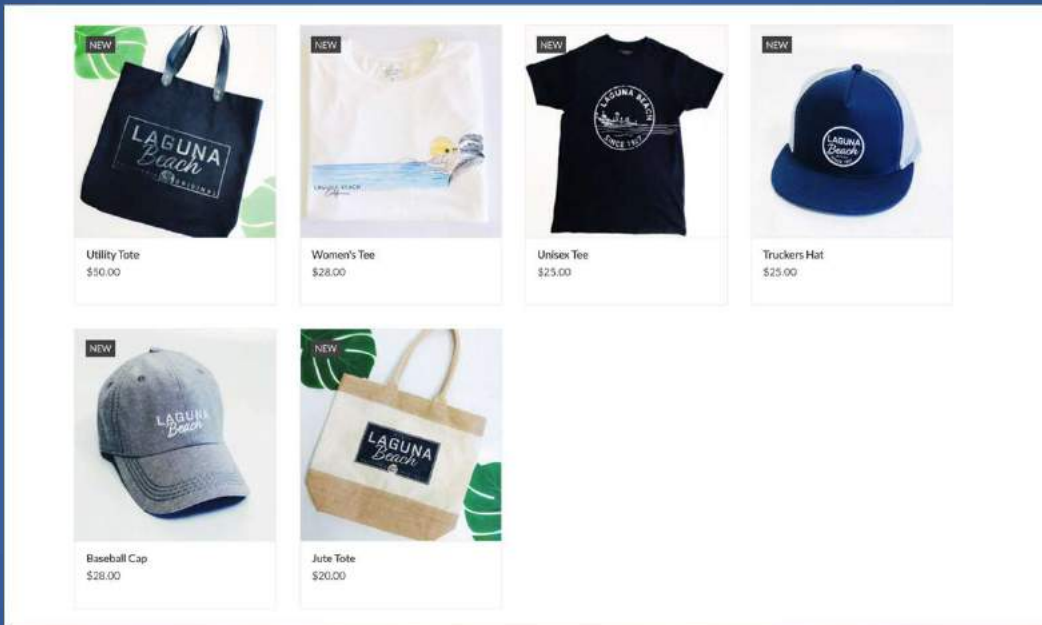
64

Examples – City of Beverly Hills



65

Examples – City of Laguna Beach



66

City of La Quinta Swag



67

Proposed Options

- City creates online store where items are sold at cost
- Create a non-profit that will allow the City to sell merchandise and create General Fund revenue
- Continue with current process of handing out city promo items at City events

68



69

**City Council Meeting
October 17, 2023**

**S3 – 51001 Eisenhower Drive Building
Use Discussion**



70

Building Acquisition

- 51001 Eisenhower Drive Acquired for historic preservation purposes.
- Constructed in 1938, 12 years after La Quinta Resort's opening.
- Served for over 40 years as the La Quinta Palms Realty building.

71



72

Future of Building

- Currently being upgraded to ensure ADA Compliance.
- Interest from Local Businesses
- Public/Private Partnerships to be explored.

73

Potential Uses

- | | |
|--|---|
| <input type="checkbox"/> Entryway to Bear Creek Trail | <input type="checkbox"/> City Facility w/ Conference Space |
| <input type="checkbox"/> Visitor's Center | <input type="checkbox"/> Extension of Museum as Cultural Campus Master Plan |
| <input type="checkbox"/> Leasable Space for Businesses | <input type="checkbox"/> Display of Future Art Exhibits |
| <input type="checkbox"/> Visitor's Center/Leased Space Combo | <input type="checkbox"/> Other miscellaneous uses as Directed by Council |

74

Direction for Staff



75



76